THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS.

[REGISTERED AS A NEWSPAPER.]

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The Law and the Lawyers.

SOME dissatisfaction with the selection by the LORD CHANCELLOR of stuff gownsmen for the honour of silk was to be expected. There are, however, two gentlemen who had strong claims, but who have been passed over. Mr. METCALFE on the Norfolk Circuit, and Mr. LITTLER on the Northern, have attained positions fairly entitling them to promotion—the former more particularly, his circuit being poorly provided with leaders. We hope in this respect the LORD CHANCELLOR will see fit to increase the number of his appointments.

THE practitioners in Northamptonshire have done a graceful act, in celebrating by a dinner the transfer of their County Court Judge, Mr. MCTAGGART, to Marylebone, and the appointment of the new Judge, Mr. HARINGTON. And Mr. MCTAGGART gives his circuit an admirable character. Further, he champions the County Court, denying that "rough and ready justice," which he interprets to mean "injustice," is administered there, but asserting that the labour of a County Court Judge is very great, requiring, as the business does, every care and no small amount of legal acumen. The public, and in some instances the Profession, is apt to forget that County Courts are no longer the Small Debts Courts of 1847, and, as time goes on, County Court Judges must take a higher professional standing, as exercising a jurisdiction as important, though not so highly paid, as that of the Chief Judge in Bankruptcy, the Judge of the High Court of Admiralty, and of the Judges of Common Law and Equity within liberal limits; and the circuits cannot pay too high respect and consideration to those Judges who ably and conscientiously discharge their duties.

WE have abolished imprisonment for debt in England, but not in Scotland or Ireland. Nevertheless, the Judgments Extension Act of 1868 remains in force. An anomalous condition of things is hereby created, as pointed out by the *Irish Law Times*. That journal remarks: "The Judgments Extension Act has been found very useful by English money-lenders—in the case of young officers of the army against whom they have obtained English judgments—for they can, at a very trifling expense, register their judgments in Ireland and obtain immediate execution; many arrests have been made of Englishmen coming over here, against whom judgments had been entered up in the Courts at Westminster, and thus the anomaly has been practically illustrated how a person who has contracted a debt in England, where arrest for debt has been abolished since 1869, may, by visiting this part of the *United* Kingdom, find his way, without notice, into a debtor's prison." When will there cease to be exceptional legislation of this order? The Government and Parliament cannot complain that attention has not been drawn to the subject, as we have repeatedly spoken of the absurdity of having different bankruptcy laws prevailing in different parts of the kingdom. We trust that the anomalous position of imprisonment for debt as between England and Ireland will elicit a general remedy for existing grievances.

THE United States Courts are in conflict as to whether a passenger can recover against a railway company if he puts his elbow out of window and suffers injury. An analogous question recently arose in our Court of Queen's Bench, the dispute being whether a plaintiff had been guilty of contributory negligence in standing up in a railway carriage during transit. Mr. MCTAGGART CURRIE puts, for the railway company, contended that passengers are bound to sit still, and that if they are restless and come against the door, which is improperly secured, and fall out, and are injured, they cannot recover. We think it right to make the view of the court thoroughly known. Mr. Justice BLACKBURN said: "They (*i. e.* the company) "are responsible for the neglect by their servants of due care in the management of the carriages. They need not, certainly, take precautions against any extraordinary proceedings of the passengers, but it cannot be said that it is extraordinary for a passenger to stand up and look out of window." The American law stands thus: In Illinois and Wisconsin, a passenger may recover for injury to a protruding arm, but he cannot in New York, Massachusetts, Pennsylvania, and Indiana. A critic says: "The prudent traveller, before he undertakes to lean out of the car window must be careful to learn through what jurisdiction he is moving." Happily we have no conflict of judicial authority on the point; but it will be always a question whether the conduct of a passenger is "extraordinary," the company in that event being exempt.

WE have all heard of the ill effects produced by the history of JACK SHEPPARD, DICK TURPIN, and the like, upon the juvenile offenders of England. It is with regret that we perceive, from a case recently heard in Massachusetts, that the "Foul Play" of Messrs. READE and BOUCICAULT is charged with being at the bottom of a suit by seamen for wages and loss of clothes arising out of a pretended scuttling of a ship. The scuttling appears to have existed only in the imagination of one of the crew, who had been recently reading "Foul Play," and who conceived that he saw the plot of that novel being carried out before his eyes. Each incident was coincident according to the seaman—a great deal too much so, in the opinion of the learned Judge to make the theory of the libellants probable. A writer in *The American Law Review*, commenting upon this case, remarks:—"It is interesting in connection with this illustration of the effect of fiction upon the

practice of the law, to call attention to the effect of the law reports upon fiction. The great accuracy with which the court scenes are portrayed in some modern novels, and by authors not themselves members of the profession, has furnished a theme of admiring comment. The trials in 'Pickwick,' in 'Orley Farm,' in 'Hard Cash,' are familiar instances of this, and how well they contrast with the laughable mistakes of the case of *Shylock* v. *Antonio*, and Portia's bad law,—whether the 'Merchant of Venice' was written by the lawyer, SHAKESPEARE, or by the Chancellor, Lord BACON. In the last of CHARLES READE's novels, 'A Terrible Temptation,' is a description of Mr. ROLFE (supposed to be Mr. READE himself), his study, and his method of preparing his novels, 'founded upon facts,' stranger than fiction. Here are *indices rerum et hominum*, in which are pasted for ready use facts—facts from papers, facts from wood-cuts, accounts of trials, 'living dialogue' reflections and situations. From this we see how the modern book-maker does his work, and how the law columns of the *Times*, itself a daily romance, may contribute to the use of the novelist his most thrilling plots and startling situations.

MR. ROBERTSON GLADSTONE, the Liverpool magistrate, whose proceedings with reference to the drunkards of that borough we have more than once had occasion to notice, has been unfairly treated, if we are to give credence to a Liverpool paper, which has written an article for the express purpose of contradicting us. We are said to have "blundered." The simple fact is, Mr. GLADSTONE changed his intention; but, whilst his original design of visiting the gaol on Sunday and liberating drunkards, and sending their names to the newspapers, was stated by him publicly, he failed to inform the world that he had taken our advice, and was determined not to do anything illegal. Under such circumstances, it is scarcely fair to say that we have been guilty of a blunder. Further, it would appear that the publication of the names of drunkards' employers is *not* the proposition of MR. GLADSTONE. We can only say that we learned from a Liverpool print that this *was* the magistrate's proposition. However, as our chivalrous contemporary is willing to take the responsibility of so questionable a proceeding, we are prepared to exonerate MR. GLADSTONE. An illustration of the mischief which may be occasioned by the proceedings alluded to, is furnished by a letter which appears in a local paper, written by a warehouseman in the service of a firm said to be the employers of a particular drunkard. He writes: "A great number of persons do business with the firm who do not know my name, and I may possibly be considered the delinquent." He very properly adds: "I think the originator of this movement should take every care that persons arrested should give their proper names and addresses." But no amount of care would suffice, and we only hope that the person damnified by these highly objectionable proceedings will bring an action of libel against the journal publishing the announcement. A Liverpool solicitor writes to us expressing his readiness to contribute his mite to the costs.

WE are indebted for a good deal of interesting material this week to reports of American cases, and not the least interesting to us at the moment is that of *State* v. *Jones*, decided in New Hampshire, in June of last year, with reference to the defence of insanity in capital cases. The prisoner was indicted for the murder of his wife, and at the trial the court charged the jury that "if the defendant killed his wife in a manner that would be criminal and unlawful if the defendant were sane, the verdict should be 'not guilty, by reason of insanity,' if the killing was the offspring or product of mental disease in the defendant. Neither delusion nor knowledge of right and wrong, nor design or cunning in planning and executing the killing, and escaping or avoiding detection, nor ability to recognise acquaintances, or to labour or transact business or manage affairs, is, as matter of law, a test of mental disease; but all symptoms and all tests of mental disease are purely matters of fact to be determined by the jury. Whether the defendant had a mental disease, and whether the killing of his wife was the product of such disease, are questions of fact for the jury. Insanity is mental disease—disease of the mind. An act produced by mental disease is not crime, if the defendant had a mental disease which irresistibly impelled him to kill his wife; if the killing was the product of mental disease in him, he is not guilty. Insanity is not innocence unless it produced the killing of his wife. If the defendant had an insane impulse to kill his wife, and could have successfully resisted it, he was responsible. Whether every insane impulse is always irresistible is a question of fact. Whether in this case the defendant had an insane impulse to kill his wife, and whether he could resist it, are questions of fact. Whether an act may be produced by partial insanity, where no connection can be discovered between the act and the disease, is a question of fact. The defendant is to be acquitted on the ground of insanity, unless the jury are satisfied beyond a reasonable doubt that the killing was not produced by mental disease." On appeal it was held, that these instructions were correct. It will be seen that American jurisprudence goes somewhat further than our own against the prisoner.

IN our issue of the 20th ult., we noticed some proceedings at the Brighton County Court, in which it was suggested that MR. LAMB, a solicitor, had lent his name to a debt-collector for the purpose of taking proceedings in that court. We have received a letter from that gentleman, which we publish elsewhere, and our readers will be able to form their own opinion upon the points raised. We have now only to notice a memorial presented by several solicitors of Brighton to the Judge of the County Court concerning the practices of debt-collectors and agents. The memorialists pray his Honour that he will instruct the officers of the court that no particulars of a plaintiff's demand be henceforth sealed by the court unless signed by the plaintiff in person or by some duly qualified attorney on his behalf, and that no one but a plaintiff in person, or some one in his service, or an attorney, be allowed to issue summonses, and conduct the same in the progress of the suit or at the hearing. As to the first part of the prayer, his Honour properly replied that he had no power to issue the desired instructions. "Any person," he said, "was at liberty to issue a summons in a County Court, and the plaintiff himself, his attorney, or agent, might sign the particulars; he could not prevent that." But he added, with regard to the latter part of the memorial — "That no one but a plaintiff in person, or some one in his service, or an attorney, be allowed to conduct the summonses at the hearing"—that he could prevent. "When the court was first established, some twenty-five years ago, he had it down as a fundamental principle, that he should not allow any person acting as agent in any way, to appear in a case otherwise than as a witness. This was in accordance with the usual practice in the courts of law. The case must either be conducted by the plaintiff in person, or by a duly qualified attorney; he never had, nor should he ever, allow any other person to appear for the plaintiff in any other respect. He could not prevent any person from taking out a summons or signing the particulars, but he could and should prevent agents from appearing in the court for plaintiffs." This is no great gain, and MR. URANSTON, the debt collector, who was the object of the memorial, is perfectly satisfied. And if he was the object of the memorial in the regular way no one can object, but we trust that by no inadvertence even will an attorney's name be used when the attorney is not actively employed in the suit.

WE reported a case from the Liverpool County Court on the 20th ult., a case with respect to proceedings in liquidation which involves a point of practice. The narrow issue raised was, whether at a first meeting of creditors under a liquidation petition, where the debtor neglect to pass any resolution, it was competent for the debtor to file a second petition. MR. Serjeant WHEELER says that where a debtor declares himself unable to meet his engagements, and petitions the court to call together his creditors, and they disregard the invitation, the functions of the court in the interests of the debtor cease unless it is shown there has been some miscarriage in the proceedings, or that the feelings of the creditors have not been fully elicited. That view appears to us open to exception. No doubt it was intended by the present Act to abolish the system by which insolvent debtors could place their creditors at defiance by filing their own petitions in bankruptcy, but as a matter of fact it has proved altogether a failure in that respect. The popular mode of arrangement now is, when a debtor is in pecuniary difficulty to file a petition for liquidation or composition, a course in effect analogous to a petition in bankruptcy. He then has a fortnight during which to arrange his affairs, and at the meeting which takes place he has simply to present a statement of his affairs made out by himself, which the creditors adopt if they accept his proposal of composition, or refuse by voting the estate into liquidation. They have the further alternative of abstaining from passing any resolution. Where there is no resolution it is a doubtful question what is to be done. The debtor who has executions against him and is desirous of protecting his property, surely ought to be able to resort to the court again for the purpose of protecting his property. He has already placed his affairs in the hands of the court in the interest of his creditors, and if they don't choose to exercise their rights is he to remain in the cold, and the property to pass to the diligent creditors? The interests of creditors no doubt ought to be paramount to other considerations, but regard should be had to those of a debtor. Where he submits himself to the jurisdiction of the court he ought to have relief from obstinate and stupid creditors. How is he to obtain it except by filing a second petition? He cannot make himself bankrupt, but is desirous of his assets being equally divided. The course suggested by Mr. Serjeant WHEELER is to revive the proceedings under the old liquidation petition. He can only do so, however, where there has been a miscarriage in the proceedings under the liquidation petition, or where he has an improved offer to make to his creditors. But assuming neither of these circumstances exist, what is to become of his estate? The diligent creditors, of course, obtain the advantage; but, seeing the tinkering the present law has undergone to secure an equal division of an insolvent's estate, and how ineffectual it is for the purpose, we think that the commercial code would be better without any Bankruptcy Act at

all, and that the doctrine of *Vigilantibus non dormientibus jura subveniunt* should be allowed its full swing.

THE DOCTRINE OF REMOTENESS AND THE ALABAMA CLAIMS.

A STRONG feeling exists in this country concerning the extent of the claims put forward in the American "Case" for arbitration, embracing as they do losses indirectly caused, or supposed to have been caused, by the negligence of our Government in permitting ships destined to operate as Confederate cruisers, to escape from ports in Great Britain. No doubt the arbitrators will be governed by the somewhat loose rules of international law, and what those rules are we discuss in another column; but assuredly the common law doctrine, recognised alike in the United States and in this country ought to prevail, that damages not proximately caused by the Act complained of, are not recoverable. Damage not within the rule as to remoteness, must be the natural consequence of the act committed by the defendant.

The instance in which this rule most frequently arises is in actions of slander, the leading case being that of *Vicars* v. *Wilcocks* (2 Sm. L. Cas. 461), the head note running thus: Where special damage is necessary to sustain an action for slander, it is not sufficient to prove a mere wrongful act of a third person induced by the slander, such as that he dismissed the plaintiff from his employ before the end of the term for which they had contracted; but the special damage must be a legal and natural consequence of the slander. To this is added the elementary doctrine:—Damage, to be actionable, must not be too remote—a doctrine which dates from early times, being noted in Comyns's Digest.

The damage alleged in the American case includes loss by the prolongation of the war, and the transfer of the American marine to the British flag. Would any court of law or equity, would any jury, ever be convinced on the evidence adducible by the Americans, that these damages were the natural and proximate result of the negligence of the British Government? We are responsible for the actual damage done by the cruisers which we allowed to escape, that is, for vessels captured and property destroyed by them. An analogous case may be found in *Fletcher* v. *Rylands* (L. Rep. 3 E. & I. App. 330), where the doctrine we have stated was fully recognised. There a landowner, by negligently constructing a reservoir, flooded the plaintiff's mine. In the Exchequer Chamber, Mr. Justice BLACKBURN laid down the law as to the liability of persons who have dangerous elements on their land, which seems to us to be on all fours with the facts in the *Alabama* case. We think," said his Lordship, "that the true rule of law is that the person who, for his own purposes, brings on his lands and collects and keeps there anything likely to do mischief if it escapes, must keep it in at his peril; and if he does not do so is *prima facie* answerable for all the damage which is the *natural consequence* of its escape. . . . If a person whose grass or corn is eaten down by the escaping cattle of his neighbour, or whose mine is flooded by the water from his neighbour's reservoir, or whose cellar is invaded by the filth of his neighbour's privy . . . is damnified without any fault of his own; and it seems but reasonable and just that the person who has brought something on his own property (which was not naturally there), harmless to others so long as it is confined to his own property, but which he knows will be mischievous if it gets on his neighbour's, should be obliged to make good the damage which ensues if he does not succeed in confining it to his own property. But for his act in bringing it there no mischief could have accrued, and it seems but just that the person who has brought something on his own property (which was not naturally there), harmless to others so long as it is confined to his own property, but which he knows will be mischievous if it gets on his neighbour's, should be obliged to make good the damage which ensues if he does not succeed in confining it to his own property. But for his act in bringing it there no mischief could have accrued, and it seems but just that tht he should, at his peril, keep it there, so that no mischief may accrue, or answer for the *natural* and *anticipated* consequences."

The natural and anticipated consequences of the escape of the water in that case were the flooding of the mine and the stopping of the works—that is to say, the result which immediately and necessarily happened. Applying this view to the case of the cruisers, the proximate damage was, as we have said, the destruction of a certain amount of property—that was the natural consequence of the escape. Beyond that the damage becomes too remote and irrecoverable. Supposing in the illustrations put forward by Mr. Justice BLACKBURN in *Fletcher* v. *Rylands*, a plaintiff whose grass had been trodden down or whose corn had been eaten, claimed, among his damages, the loss of cattle which had died for want of such grass and corn, he certainly could not recover—the damage would be too remote. It is not because an event does happen as a consequence of a particular act that such event will ground a claim for compensation, as *Ashley* v. *Harrison* (1 Esp. 48) shows. There the defendant published a libel on Madame MARA, in consequence of which she refused to sing (as she had engaged to do) at the plaintiff's oratorio, from an apprehension of being hissed at the plaintiff's oratorio, from an apprehension of being hissed and ill-treated, whereby the plaintiff lost the benefit of her services. Lord KENYON held that the action was not maintainable.

From a purely legal point of view, therefore, the claim put forward in the case to damages for prolongation of the war and incidental expenses, is wholly unjustifiable. It ought to be utterly untenable before a council of international arbitration.

EVIDENCE IN CRIMINAL CASES.

REG. *v.* PAYNE.

By the decision of the Court of Criminal Appeal in *Reg.* v. *Payne*, it may be now considered settled law that co-defendants, when on their actual trial, are incompetent to testify for or against each other. On this question there has been a great conflict of professional opinion. On the one hand it has been argued with great plausibility (see for example, Taylor on Evidence 1178-80, 5th edit.) that the 2nd and 3rd sections of Lord Campbell's Act (14 & 15 Vict. c. 99) read together, forcibly, if not necessarily, implied that, in a criminal proceeding, persons who were accused in a joint indictment were rendered competent and compellable on a joint indictment were rendered competent and compellable on witnesses, each in favour of or against the others. In the case of *Reg* v. *Deeley and others* (11 Cox C. C. 607) where three persons who had been jointly indicted were being tried together for felony, Mr. Justice Mellor taking this view of the law, allowed two of the prisoners to be called as witnesses on behalf of the third. On the other hand, it was said that the Act was not intended to effect any alteration whatever in the law of evidence as applicable to criminal cases. The question was considered to be and really is of such importance, that when in the case of *Reg.* v. *Payne* the precise point which had been reserved by Mr. Justice Keating, viz., "Whether a prisoner jointly indicted with another, can, after they have been given in charge to the jury, be called as a witness for the other without having been either acquitted or deciconvicted or a *nolle prosequi* entered," came on last week for decision, no less than sixteen judges sat to assist in determining it. The unanimous judgment of the court, delivered by the Lord Chief Justice shows that the evidence is not admissible—that the old law remains unaltered, that the reference to criminal proceedings in the 3rd section of the Act is a proviso added only *ex majore cautela*, and that a party on his trial can neither be examined nor cross-examined.

To the argument that a prosecutor eager to obtain a conviction might intentionally include several alleged offenders in a joint indictment, in order to exclude each of them from testifying in favour of the others, the Lord Chief Justice replied that in such a case the Judge could obviate this by ordering them to be tried separately, when there was reasonable ground to think that a joint trial would operate as an abuse of justice.

To our minds this discretionary power vested in the Judge, and which, we presume, in minor cases must also be vested in magistrates, is scarcely a sufficient safeguard. As a matter of right, each of several persons before being put on his trial on a joint indictment, ought to be at liberty to demand a trial distinct from that of those accused with him, in order that he may, if he think fit, avail himself of their evidence. In the great majority of cases, there can be little doubt that a joint trial, by excluding the evidence of accomplices or participators in a crime, operates in favour of the accused. We, however, can see no reason why a person charged jointly with others should not be asked before being put on his trial whether he wishes to be tried separately, being informed at the same time, that if he so elect, the others will be competent and compellable witnesses in his favour or against him, and that he in his turn will be a competent and compellable witness against or in favour of the others.

MR. JUSTICE LAWSON'S REFORMS.

CODIFICATION has received a new advocate in Mr. Justice LAWSON, but in the paper which he has read before the Statistical and Social Inquiry Society of Ireland, that learned judge has not confined himself to this one subject. He shows himself in the van of law reformers on more than one important point. He would admit hearsay evidence; he would disqualify no person whatever as a witness "by reason of his being a party or having any interest in the suit, or for any other reason." The provision which he would introduce into his code on the law of evidence is this:—"Any person who in any criminal proceedings is charged with the commission of an indictable offence, or any offence punishable by summary conviction, shall be competent, but not compellable, to give evidence for himself, and if examined shall be subject to cross-examination as any other witness."

This, it is anticipated, will provoke considerable opposition. We consider that there is a fatal objection to it. The prisoner who holds his tongue would be self condemned. It is no doubt deplorable that counsel should consequently have the opportunity of appealing to juries on the score of the prisoner's mouth being shut; but to place him in the invidious position suggested, would be as cruel to him as the other course is unfair to the law. We have a difficulty in seeing any possible middle way between closing the mouths of prisoners and rendering them liable to examination, and we decidedly consider that the latter plan is the more advisable. A point on which we heartily agree with Mr. Justice LAWSON is, the expediency of the previous conviction of prisoners being made known to a jury. We have recently fully expressed our views on this head, and the fact that Mr. Justice WILLES considers that such information should not be withheld from a jury ought to secure a change in the law.

We do not propose at present to accept Mr. Justice LAWSON's

invitation to enter upon a full discussion of his specimen code on the law of evidence. We have very clear notions of our own as to what a code ought to be; and, looking cursorily at the one before us, we are not inclined to approve of the form which it takes. It comprises forty principles, stated without classification or index. The German and French codes to a great extent adopt this plan, but we do not consider that it will do as applied to the great bulk of English law. A specimen of any particular branch of law should be upon the same method as that upon which codification generally must proceed; and we venture to think that, taking an example referred to by the learned Judge, that, namely, of contracts, it would never do to classify them simply as verbal and written. We should find ourselves in a wilderness of principles and exceptions, and if we are to have a general index at the end of the work, we might as well content ourselves with our text books.

But as to the matter—what should a code be? "The true office of a code," says Mr. Justice LAWSON, "is to put in writing such parts of the unwritten law as are deserving of being preserved in our jurisprudence, omitting those which are trivial or ephemeral, and abolishing those which are faulty." There is a preliminary difficulty here. Who is to be the judge? Who is to say what is deserving and what not?—what is faulty and what not? Our view is that the law should be codified with all its faults and in all its most trivial details, and then let Parliament consider what shall be retained and what amended. Certainly, to begin with, we must leave nothing out, for a defective code would be worse than a comprehensive chaos. The view of the Digest Commissioners doubtless was that a digest would necessarily precede a code. The writer has had some practical experience in codifying, and it is our opinion that no one can successfully compile a code who has not first made a digest. Mr. Justice LAWSON acknowledges the value of our case law; it is beyond dispute a mine of wealth from which clearly cut principles are to be extracted. No case ought to be relegated to the limbo of forgotten things until it has been carefully examined by a competent person. Whether that person should be a text-book writer is doubtful, and here we consider that the Digest Commissioners fell into a very natural error. The highest skill in the practical application of cases should be employed in digesting and codifying our English law. A dozen men of the calibre and experience of Mr. Justice LAWSON would do the work well, but until Government and the country recognise the necessity for disregarding expense and employing the highest available talent a code will not be satisfactorily accomplished.

THE RIGHTS AND LIABILITIES OF SURETIES.

A CASE was heard before the Lord Chancellor in December, which we report to-day, bearing on our view of the rights of sureties where time is given to the principal. In some cases it has been contended that although there be an express contract by the creditor to give time to the principal debtor, the surety ought not to be released until he can prove that by being held to his engagement he suffers some actual damage. We have had our say to the contrary, and the highest Judge in the kingdom agreeing with us, we transcribe his judgement, which in our opinion expresses the true ground upon which the liability of a surety must rest.

Lord Hatherley recognised the original principle to be this: "That if you contract with the principal to give him time, it is contrary to that contract that you should sue the surety, because if you do you immediately turn the surety upon the principal, who is at liberty to sue him, and therefore your act breaks the engagement into which you have entered with the principal." Then his Lordship proceeds, "It is not simply neglecting to sue the principal which would have any effect upon the surety, but there must be a positive contract with the principal that you will postpone the suing of him to a subsequent period. To show that this is the principle we have only to refer to another class of authorities which until recently clearly and distinctly establish that it is competent to the creditor, if he thinks fit, to reserve all his rights against the surety, in which case the surety is not discharged, and for this reason the contract then made with the principal is preserved, because they have engaged with the principal that they will not sue him for a given time, but subject to the proviso that they shall be at liberty to sue the surety and turn the surety upon him, and that that shall be no breach of the engagement. That, I may say, has been recognised up to a late period, because, although Lord Truro threw some doubts upon it in the case of *Owen* v. *Homan*; when the case came before the House of Lords the Lord Chancellor—I think Lord Cranworth—in giving judgment, said, there could be no doubt about the case before the House, and he did not think he should have entered into any discussion of the case himself had it not been for the doubts thrown by Lord Truro upon that principle, namely, that you might release the surety if that formed part of the original contract as to not suing the principal, and he said a doubt having been thrown out he thought it right to protest against the doubt, because he thought it was a doctrine perfectly clear and established."

This judgment was given reversing a décision of Vice-Chancellor Malins in the court below, who held that the surety was not discharged (see *Oriental Financial Corporation* v. *Overend, Gurney and Co.*, 24 L. T. Rep. N. S. 774), but a leading authority, being a decision of the House of Lords, was not cited before the Vice-Chancellor; namely, *Oakley* v. *Presheller* (1 Cl. & Fin. 207). In that case, as described by the Lord Chancellor, an ordinary case of principal and surety, a banker owed 10,000*l.* to the creditors of Sir Charles Oakley. They borrowed it for the purposes of the bank. One of the partners who so borrowed the money died, and a bond was given by his executors for the payment of the money. At the time the bond was given, Sir Charles Oakley did not know that those giving the bond were not principals, but, in fact, at the time of giving the bond they were principals, and nothing else, and were liable with their co-partners. These co-partners of the deceased partner found there that the testator's estate was burdened as principal with this debt, or at all events as between himself and the surety. But subsequently to that an arrangement was entered into betwen the bank and the executors of the deceased partner, by which the bank, for a sum paid to the executors, bought all his share and interest in the concern, and undertook to pay all his debts and liabilities on behalf of the concern. From that moment, of course, and only from that moment, the executors who gave the bond originally as principal debtors to the creditor became as between themselves and the remaining partners of the bank simply sureties for the debt. They being such sureties, Sir Charles Oakley was held by the House to have had distinct notice of that change in the position, and he was sued by Sir John Leach in the court below, and by the House of Lords in the court above, to have discharged the executors of the deceased partner who originally gave the bond to his creditors, and who had originally been the principal debtor.

These cases can leave no doubt as to what is the present law on a subject most important to a commercial community basing nearly all its transactions upon credit.

INTERNATIONAL LAW AND THE ANGLO-AMERICAN ARBITRATION.—III.

IT must not be forgotten that the QUEEN'S Proclamation was not issued till after news had been received in Great Britain of the blockade. Mr. LINCOLN'S proclamation of the 15th April, calling out the militia, reached this country on the 29th, and that of the 19th, establishing a blockade of all the ports save those in Virginia and North Carolina, on 15th May, more than a week before the date of the QUEEN'S Proclamation.

We will now proceed to consider the liabilities, if any, incurred by Great Britain during the war, taking first, those, if any, arising from the sale, building, or equipment by English subjects to or for the Confederates of ships of war or trade; and, secondly, those, if any, caused by undue hospitality shown subsequently by the Government or its officials to Confederate vessels when visiting our ports at home or abroad.

The first vessel built in England for warlike purposes which passed into the hands of the Southerners was the *Florida*. She was laid down in the Mersey professedly for the Italian Government, and left Liverpool as the *Oreto*, in March 1862, for Palermo. Before her departure, on account of Mr. ADAMS's belief that her real destination was the Confederate service, an inquiry was instituted, but the examiners were satisfied that Mr. ADAMS was mistaken. Having put in at Nassau, she was there seized, but was released, the Judge of the Admiralty Court ruling that evidence of acts done outside his jurisdiction was inadmissible—a decision which is now considered to be erroneous. From Nassau she ran the blockade into Mobile, remained there four months and was completely equipped, and then a second time passed through the blockading squadron. If these two escapes were not wilfully assisted by the Northern commanders, there must have been on their part such a degree of inattention to their duty as to differ but little from collusion, and such as would, on a plea of contributory negligence, go far towards relieving this country from responsibility.

Very shortly afterwards, on the 28th June, Mr. ADAMS gave information of another war ship, nearly completed in the Mersey, and apparently intended for the same purpose as the *Oreto*. On the 4th July, an answer was returned from the Customs asking for further information, which was sent in on the 10th, and supplemented by depositions on oath on the 21st. From the 22nd to the 26th, these documents were in the hands of the QUEEN'S Advocate, warnings that the vessel was about to sail being meantime addressed to the Customs authorities and to Lord RUSSELL. A delay of three more days occurred from the ill-health of the QUEEN'S Advocate, and on the 29th the Government were advised that the vessel ought to be detained. She had, however, from timely information received by her owners, that morning put to sea. She went to Terceira, received her stores and crew, assumed the name of the *Alabama*, and commenced her destructive career. The *Georgia* sailed from Greenock on the 2nd April 1863, without armament or crew, which were brought to her when at sea from Liverpool. The first notification that reached the Foreign office in respect of her was from Mr. ADAMS on the 8th April. The *Sea King* was a common merchant vessel which had been employed in the China trade; she left London in Oct. 1863 as on an ordinary voyage; put in at Funchal for her war stores, &c.,

pose of compensating the officers of the former company, might be administered under the direction of the court, and also praying for an inquiry who were entitled to share in the fund. On the 24th Jan. 1871, Stuart, V.C., made a decree in the suit ordering the Great Eastern Railway Company to pay the fund into court, and declaring that the plaintiff was entitled to share in it, and directing an inquiry what other persons were entitled to share in it, and in what proportions. One Ayres, who was formerly the secretary of the Eastern Union Railway Company, was not made a party to the suit, and was not served with the decree, but on advertisements being issued for persons claiming to share in the fund to come in and prove their claims, Ayres made a claim, and asserted that Braff was not entitled to any part of the fund. Finding that he could not raise this contention, as the decree made in the suit contained a declaration that Braff was entitled to share in the fund, he wished to present a petition of re-hearing, but he found that he could not present such a petition as the decree had been in accordance with it. Accordingly he now moved that the enrolment of the decree might be vacated in order that he might be in a position to present his petition of re-hearing.

Greene, Q.C. and *Bird*, in support of the motion.

Karslake, Q.C. and *Lovell Webb* for the plaintiff *Smart*, for the Great Eastern Railway Company.

Lord Justice JAMES was of opinion that the application was right both in substance and in form. Ayres being entitled to share in the fund which the court had undertaken to distribute in the suit, was a *quasi* party to the suit being so he had a right to apply for a rehearing of the suit, but he was prevented from doing so by the fact that the decree was enrolled. The applicant was therefore entitled to have the enrolment vacated, so that he might proceed with his petition of rehearing.

Lord Justice MELLISH concurred.

Solicitors for the applicant, *Benham* and *Tindell*.

Solicitor for the plaintiff, *G. Walker*.

Solicitor for the company, *W. H. Shaw*.

Jan. 25 *and* 27.

Ex parte HAWKES; *Re* KEELY.

Bill of sale—Exact description—Act of Bankruptcy.

THIS was an appeal from a decision of the Chief Judge in Bankruptcy affirming a decision of the registrar of the County Court of Cornwall. Hawker, on the 7th July 1871, obtained judgment against Keely for 40*l.* the 18th July he and his bailiff seized Keely's goods. On the 8th July 1871 Keely executed a bill of sale of his household furniture, goods, chattels, and effects at Forrabury and elsewhere in the county of Cornwall, to secure a sum of 500*l.* due to his bankers. On the 16th Sept. 1871, Keely was adjudicated bankrupt. On an application by the bankers the registrar of the County Court granted an injunction to restrain Hawker, the judgment creditor, from selling the goods which he had seized, on the ground that Keely, by executing the bill of sale before the seizure of the goods, had committed an act of bankruptcy. It appeared that the bill of sale did not comprise all the bankrupt's property, as he had an East Indian army agency of 10*s.* 6*d.* a day, which was not assigned by the bill of sale, and on that and certain other grounds, Hawker appealed to the Chief Judge in Bankruptcy, who affirmed the registrar's order. He now appealed from the order of the Chief Judge.

Kay, Q.C. and *Bowles*, for the appellant.

De Gex, Q.C. and *Robertson Griffiths*, for the respondents.

Lord Justice MELLISH said that the bill of sale substantially comprised all the debtor's property, as it was settled by *Gibson* v. *The East India Company* (5 Bing. N. Cas. 262), that such a provision as that held by the bankrupt is not assignable. The bill of sale was therefore an act of bankruptcy.

Lord Justice JAMES concurred.

Appeal accordingly dismissed with costs.

Solicitors for the appellants, *Clark*, *Woodcock*, and *Ayloard*.

Solicitors for the respondent, *J. Elliott Fox*.

Jan. 23, 24, *and* 27.

THE MAYOR OF LONDON v. SANDON; THE SAME *v.* THE METROPOLITAN RAILWAY COMPANY; THE METROPOLITAN RAILWAY COMPANY v. THE MAYOR OF LONDON.

Contract — Specific performance — Latent ambiguity—Parol evidence—Laches—Acquiescence.

THERE were three appeals from decisions of the Master of the Rolls. The first suit was instituted to restrain Messrs. Sandon from using for the sale of meat certain shops erected by them on a piece of land on the north side of Charterhouse-street, which the Metropolitan Railway Company had agreed to let to them, and to restrain the company from granting a lease of the land in question to them without a covenant by the lessees not to use the houses erected for the sale of meat. The two other suits were for specific performance of an agreement dated the 1st July 1869, and made between the corporation and the company, by which it was provided, amongst other things, that the company should not let certain land for building without inserting in the leases covenants against the use of the houses to be erected thereon for the sale of meat. The question was whether this agreement extended to the piece of land agreed to be let to Messrs. Sandon. The Master of the Rolls admitted parol evidence to explain the agreement, and held that it did not extend to the piece of land in question. The corporation appealed.

Sir Richard Baggallay, Q.C., *Swanston*, Q.C., and *A. E. Miller*, Q.C., for the corporation.

The *Solicitor-General* (*Jessel*, Q.C.), Sir *Roundell Palmer*, Q.C., and *Fellowes*, for the company.

Southgate, Q.C. and *E. Rodwell* for Messrs. Sandon.

Lord Justice JAMES said that there was no latent ambiguity in the agreement, and that parol evidence was therefore not admissible. The agreement, according to its true construction, extended to the land in question. But as the corporation knew that the lessees, Messrs. Sandon, were building butchers' shops on the land, and took no steps to prevent their doing so till Jan. 1870, when they had expended a considerable sum on the buildings, they had been guilty of the clearest laches and acquiescence, and could not now enforce the restrictive covenant against Messrs. Sandon or against the railway company, who *bonâ fide* believed that the agreement did not extend to the land in question. On those grounds the appeal must be dismissed with costs as against the Messrs. Sandon, but without costs as to the other parties.

Lord Justice MELLISH concurred.

Solicitors, *Durchells*; *Nelson*.

Wednesday, Jan. 31.

(Before the LORDS JUSTICES.)

Re THE NATIONAL ASSURANCE AND INVESTMENT ASSOCIATION.

Practice—Appeal—Limit of amount.

THIS was an appeal motion from an order of the Master of the Rolls. In Nov. 1861 Charles Henry Edmands acted as solicitor for one Cross, in proving a claim for 1000*l.* in the winding-up of the above company. The Master decided that 1*l.* 15*s.* should be allowed as the costs of proof in the case of each admitted claim for a sum exceeding 10*l.* The costs in this case would be added to the debt. The creditors received two dividends, but Cross did not pay the 1*l.* 15*s.* to Edmands. Cross being now entitled to receive a sum of over 5*l.* in respect of a third dividend, Edmands, in Aug. last, took out a summons before the Master of the Rolls, praying for a declaration that he had a lien for the 1*l.* 15*s.* on the dividend payable to Cross, and that the official manager might be ordered to pay that amount out of court, or if the sum payable to Cross. The Master of the Rolls having refused the application, Edmands appealed from his decision.

Fry, Q.C. and *Caldecott*, for Edmands.

Roxburgh, Q.C. and *Gardiner*, for the official manager.

Lord Justice JAMES.—Unless I am otherwise ordered, by the House of Lords or some other superior court, I will not hear an appeal for a sum of 35*s.*

Solicitors: *Edmands* and *Mayhew*.

ROLLS COURT.

Jan. 30 *and* 29.

Re HASELFOOT'S ESTATE (CHAUNTLER'S CLAIM).

Mortgages and representatives of mortgagor—Right to tack—Set-off.

A FIRM of solicitors having a mortgage on a policy of assurance on the life of the mortgagor, on his death received from the insurance company the amount due on the policy, and, after satisfying the mortgage debt, claimed to be entitled to retain out of the balance the amount of their bill of costs against the mortgagor. The executors of the mortgagor contended that they were entitled to receive the whole of the balance, and as his estate was insufficient to pay his debts in full that the mortgagees could only participate with the other simple contract creditors, *pro rata*, in regard to the amount due to them for costs.

Southgate, Q. C. for the mortgagees.

Hemming for the executors.

Lord ROMILLY said that the mortgagees were entitled to retain the amount of their bill of costs out of the balance in their hands; that it was not a case of set-off, but a demand against themselves, they having in their hands a part of the testator's estate, and not a demand against the testator's estate in the hands of some other person.

Solicitors: *Chaundler*, *Crouch*, and *Spencer*; *Lucas* and *Coe*.

V. C. MALINS' COURT.

Saturday, Jan. 27.

Re GARNIER.

Fund in court to credit of one found to be a lunatic in France—Application for payment by provisional committee of estate—Practice of court.

PETITION for payment out of court of 30*l.* Consols, which represented the distributive share of Charles Garnier in the estate of his brother, Francis Garnier, who died intestate in 1863. The fund was paid into court by the administratrix in 1864. It appeared that in 1851 Charles Garnier, then residing in the canton of St. Germain-en-Laye, in France, became of unsound mind, and was placed in a *maison de santé* at Neuilly-sur-Seine, where he still remained. He had not yet been found a lunatic according to English law. In 1851 a provisional committee of the estate of the lunatic was appointed by the civil tribunal of first instance at Versailles, and the petitioner was the present committee. According to French law, the provisional committee was liable for the maintenance of the lunatic; and, on the other hand, all the property of the lunatic was vested in him, and he was empowered to give valid receipts for the same. There was considerable personal property in England belonging to the lunatic, the dividends on which had been from time to time transmitte by the relatives of the lunatic to the committee and applied by him for his maintenance. 48*l.* was now due to the committee for expenses incurred on account of the maintenance of the lunatic. There was no allegation that the lunatic was in need of any further comfort, and it was stated that the application for the payment out of the fund in court was made in order that the same might be invested in French Rentes.

Glasse, Q.C. and *Begg*, for the petitioner.

Cotton, Q.C. and *Bevir*, for the administratrix, opposed the application.

The VICE-CHANCELLOR said there was no doubt that the committee had vested in him the whole property of the lunatic, and was entitled to make the present application. But the question arose whether the court had any discretion to exercise in the matter, and in case of property belonging to an English lunatic, the practice of the court having jurisdiction in lunacy was not to pay out the whole fund to the committee, but only so much as was necessary for the maintenance of the lunatic. Under the Trustee Relief Act the court had the same powers as the Lord Chancellor exercised in lunacy. He should therefore order payment out of the fund of the expenses properly incurred by the committee on account of the lunatic, and of the costs of the petition. The residue of the capital would be retained in court, and the dividends paid to the petitioner.

Solicitors: *G. and P. Eyre* and *Co.*; *T. J. Horwood*.

V.C. BACON'S COURT.

Jan. 19, 23, *and* 27.

ANDERSON *v.* ANDERSON.

Will—Wife of legatee attesting witness—Effect of codicil confirming will.

HANNAH ANDERSON, by her will dated the 10th Dec. 1868, after providing for several wills and making certain specific bequests, gave, devised and bequeathed all the rest and residue of her estate and effects unto and to the use of her son, George Anderson, and Henry Letts, upon trust to sell and convert the same, and divide the proceeds among her five younger children, among them being her son George, but not making any disposition in favour of, or mentioning the name of the plaintiff, who was her eldest son. To this will Hannah Anderson, the wife of the testatrix's son George, was an attesting witness. The testatrix made a codicil to her will, dated the 22nd Jan. 1869, by which, after directing her executors to allow to her son, Thomas an extended time for the payment of what might be owing to her estate from him, she "confirmed her said will in other respects." This codicil was duly executed in the presence of two witnesses. Probate of the will and codicil was granted to George Anderson as executor. The plaintiff, by his bill alleged that in consequence of Hannah Anderson being an attesting witness of the will, all such interest as George Anderson would have taken under the will was forfeited, and that the testatrix must be held to have died intestate as to so much of his estate as George Anderson would have taken, according to the tenor of the will, if his wife had not been one of the attesting witnesses. The defendant, George Anderson, contended that the will and codicil together formed but one testamentary instrument, and that the codicil having been duly executed and attested, had the effect of rendering the gift in the will valid.

Fry, Q.C. and *Key* were for the plaintiff.
Willcock, Q.C. and *F. T. White* for the defendants.

The VICE-CHANCELLOR was of opinion that the codicil had the effect of republishing the will and making it a new and original disposition by the testatrix, in January 1869, of the estate which she had dealt with by the will in December 1868, and that the whole contents of the will were incorporated in the codicil. Bill dismissed with costs.

Solicitor for the plaintiff, *G. R. Longden.*
Solicitor for the defendant, *J. Letts.*

Friday, Jan. 26.

GRAY *v.* SECKHAM.

Promissory note to secure balance at bank—Company—Winding-up—Surety.

SPECIAL case.—The Gelynos Llanbirt Colliery Company (Limited) having overdrawn their account at their bankers, four of the directors of the company made a joint and several promissory note for 2000*l.* drawn upon Captain Strong, who was the manager of the bank and also a director of the company. This note was made for the accommodation of the company and for the purpose of being transferred to the bank as a security for any balance which might be due from the company to the bank and was endorsed by Captain Strong to the bank. On the 20th July 1868 an order was made for winding-up the company. The bank carried in their claim, which was admitted, for the sum of 3656*l.* 9*s.* 9*d.*, and upon this amount a dividend of 1651*l.* 5*s.* 4*d.* became payable. The bank having recovered from Mr. Seckham, one of the makers of the note, 2007*l.* 1*s.* 8*d.*, Mr. Seckham applied for leave to enter a claim for that amount in the winding-up, and that the debt for which the bank had proved might be reduced by that amount. The question submitted to the court was whether the bank was entitled to prove for and retain the dividend on the whole 3656*l.* 9*s.* 9*d.*, and at the same time to retain the whole of the money arising from the note until they should receive 20*s.* in the pound, or whether Seckham was entitled to the dividend on the 2007*l.* 1*s.* 8*d.*

Amphlett, Q. C. and *Benjamin* (of the Common Law Bar) were for the plaintiff.

Kay, Q. C. and *R. E. Turner* (of the Common Law Bar) for the defendant.

The VICE-CHANCELLOR held that Seckham was entitled to the dividend, declining to say much therefrom as would make up the proportion which the bank would have received upon the residue of their debt if Seckham's debt had been expunged.

Solicitors for the bank, *Stevens, Wilkinson*, and *Harries.*
Solicitors for the defendant, *Taylor, Mason*, and *Taylor.*

Saturday, Jan. 27.

MANNING *v.* GILL.

Criminal lunatic—Settlement to avoid forfeiture—Inoperative.

THIS was a petition for the payment of money out of court under the following circumstances: In 1857 the defendant, Andrew Gill, quarrelled with a man and stabbed him. For this offence he was tried and found not guilty, on the ground of insanity, and was ordered to be imprisoned during Her Majesty's pleasure. Andrew Gill, while awaiting his trial in prison, executed two deeds, the one relating to his real property which he conveyed to his brother Robert Gill, in trust for himself (Andrew) for life, with remainder to his said brother Robert in fee, and the other relating to his personal estate, which he assigned absolutely to his said brother. Robert Gill died in 1867, and a suit having been instituted for the administration of his real and personal estate, it was ordered that the amount of the personal estate which he held under the assignment from his brother, Andrew Gill, be paid into court. The petitioners, who were the parties entitled to the money under the will of Robert Gill, now applied to have the same divided among them. This application was opposed by the guardian *ad litem* of Andrew Gill, on the ground that at the time of executing the deeds, Andrew Gill was of unsound mind, and that it was a voluntary settlement executed to avoid a forfeiture in case he had been found guilty, which event not having happened the deeds ought to be set aside.

Kay, Q.C. and *Freeling* appeared for the petitioners.

Smart for the guardian *ad litem* of Andrew Gill.

W. W. Karslake, F. Webb, and *Badcock* for other parties interested.

The VICE-CHANCELLOR was of opinion that at the time of executing the deeds Andrew Gill was insane; that the only motive he had in executing them was to prevent a forfeiture in case of conviction which had not occurred, and that the deeds being voluntary and executed under a misapprehension as to their object, the application of the petitioners must be refused.

Solicitors: *Williams Moon*; *William Smith* and *Co.*

V.C. WICKENS' COURT.

Thursday, Jan. 25.

ROSSEAU *v.* SMITH.

Will—Construction—Specific bequest.

THE question in this case turned upon the construction of the will of Lord F. Paulet. The will was dated in Aug. 1866, and by it the testator after providing for certain annuities and legacies, and bequeathing such of the household goods and other things which were in his house at the time of his decease (always excepting any moneys, securities for money, muniments, manuscripts, papers, writings, and articles, specifically bequeathed), bequeathed to his brother, the Marquis of Winchester, for his own use absolutely, his sword, decorations, and other "effects," which should be in his chambers in the Albany, or elsewhere (except in the house before referred to), but saving out of this bequest all muniments, money, and securities for money. And he left the residue of his estate in trust for his brother for life, with remainders over. The testator died in Jan. 1871. At the time of his death he was possessed of some Great Eastern Railway Stock, the certificates of which were in his chambers in the Albany, and the question was whether it belonged to the Marquis, as part of the property specifically bequeathed to him.

Kerslake, Q.C., *W. W. Karslake, George Murray*, and *Chester*, appeared for the various parties.

The VICE-CHANCELLOR decided that the stock did not pass under the specific bequest to the Marquis.

Solicitor for all parties, *Alexander Hemsley.*

Monday, Jan. 29.

JACUBS *v.* RYLANCE.

Mortgagor and mortgagee—Mortgage by executor —Mortgagee's title.

THIS suit was instituted on behalf of children who were interested in the will of their mother in certain renewable leaseholds. The facts were these: Mrs. Elkes by her will, dated 20th July 1849, gave all her property to her husband in trust, after paying her funeral and testamentary expenses, and retaining a legacy of 500*l.* to himself, to pay and satisfy her debts, and hold them in effect for her children who should attain twenty-one, or being daughters, marry. She died in Sept. 1849 leaving six children, of whom one died afterwards under twenty-one. Her husband was named executor in the will, and administration with the will annexed was granted to him in Oct. 1849. Mrs. Elkes was, at her death, entitled for her separate use to a lease from the Dean and Chapter of St. Paul's of premises at Edmonton. The lease was from Michaelmas 1842, and was for twenty-one years renewable by custom on the payment of a fine. When Mrs. Elkes died the lease was outstanding, but, on the 19th Nov. 1849 Mr. Elkes got it assigned to him, and a fortnight afterwards surrendered it, and in consideration of that had a new lease granted to him personally from Michaelmas 1849. On the 25th May 1854 Mr. Elkes mortgaged the leasehold to the defendant Rylance for 150*l.* The mortgage was by assignment, and there was a power of sale. Mr. Elkes died three afterwards he charged the property with a further sum of 50*l.* and in July 1855 with another 50*l.* The principal question in the case was as to the title of the defendant under these two mortgages. The plaintiffs contended that he got nothing beyond a title to such benefical interest as Mr. Elkes had in the property. The defendant, on the other hand, maintained that he had an absolute title whether Elkes had any interest in the property or not.

Greene, Q.C. and *Charles Hall* for the plaintiffs.
Osborne Morgan, Q.C., and *Holmes*, for the defendant.

Ince and *Welby King* for other parties.

The VICE-CHANCELLOR decided that the defendant was entitled to whatever beneficial interest in the property Mr. Elkes could assign, but to no more; and that the title of the plaintiffs was absolute as against Mr. Elkes.

Decree accordingly.

Solicitors: *Edwards, Layton* and *Jaques*; *Stuart* and *Mossop.*

Tuesday, Jan. 30.

GARDINER *v.* JEWERS.

Will—Construction—Specific devise.

IN this case the trustees of the will of a Miss Jowers sought the decision of the court upon the construction of the following devise: "I give to my brother Frederick Jewers, my house in Guildhall-street, Bury St. Edmunds, for his use during his life, my trustees keeping the same insured against fire and in tenantable repair." The testatrix had two houses, viz., 62 and 63 adjoining each other in Guildhall-street, and her brother at her death resided rent free in No. 62.

Greene, Q.C., *Bristowe*, Q.C., *Hemming, Hubert Smith, Rodwell*, and *Shebbeare* appeared for the different parties.

The VICE-CHANCELLOR held that the testatrix's brother was entitled to the house No. 62, Guildhall-street, and made a declaration accordingly.

Solicitors: *Hensman* and *Nicholson*, for *Partridge* and *Greene*; *Rickards* and *Walker*, for *G. R. Pye.*

COURT OF QUEEN'S BENCH.

Wednesday, Jan. 24.

SIMPSON (app.) *v.* WELLS (resp.)

Obstruction under Highway Act 1834—*Statute fair—Custom.*

THIS was a special case stated by justices of Lincolnshire at Petty Sessions. The appellant was convicted under sect. 72 of 5 & 6 Will. 4 c. 50, for obstructing a public way by placing a stall thereon, and was fined 1*s.* The 9th May, upon which the alleged obstruction took place, was the day for holding the annual statute sessions at Winterton, for hiring servants; and it was proved on behalf of the appellant that they had been so held for fifty years, that it was the custom to erect stalls on the highway in the manner adopted, and that there was plenty of space left on the highway for the public to pass. It was contended that these sessions were a fair or market, and that the defence being a *bonâ fide* claim of right, the justices had no jurisdiction.

Cause for the appellant.

The respondent, the superintendent of police, did not appear. *Cur. adv. vult.*

The COURT (Blackburn and Quain, JJ.) considered that no such custom as that alleged could be established, and upheld the conviction.

Judgment for respondent.

Attorneys for appellant, *Scott and Co.*

WILLIAMS (app.) *v.* LEAR (resp.)

Conviction for taking excessive toll—Taxed cart —Excise licence.

THIS was a special case stated by justices of Devon, at petty sessions. The appellant, the lessee and collector of tolls at the Alphington turnpike gate, was charged with demanding and taking of the respondent a toll of 6*d.* for a butcher's cart drawn by one horse, and having a single shifting seat and no tilt. By 3 & 4 Will. 4 c. 80, and 4 & 5 Will. 4 c. 24 and by subsequent resolution of the turnpike trustees, 4½*d.* is the toll for every horse drawing any gig or other like carriage with a single seat only, and with two wheels only; and 6*d.* is the toll for every horse drawing any cart or other like carriage with double seats, or any phaeton, caravan, or taxed cart. The respondent had taken out an excise licence for his vehicle, but the justices considered that it was not a taxed cart within the meaning of the local Act, and was subject therefore only to the less toll as a carriage with a single seat and two wheels.

Lopes, Q. C. for the appellant.

No one appeared for the respondent.

Cur. adv. vult.

The COURT (Lush and Hannen, JJ.) held that the words "taxed cart" must have the meaning which they had at the time of passing the local Act, viz., a cart which paid a particular tax and had the overall weight fixed by law. The respondent's butcher's cart was not such a taxed cart.

Judgment for respondent.

Attorneys for appellant, *Griffith* and *Brownlow*, for *Toby*, Exeter.

Thursday, Jan. 25.

DUDLEY UNION (respts.) *v.* WOLVERHAMPTON UNION (respts.)

Union extending into several jurisdictions—Court of appeal from order of removal—Poor Law Amendment Act 1807 (30 & 31 *Vict. c.* 106) *sec.* 27.

THIS was a rule nisi, calling upon the justices of Staffordshire and the respondents to show cause why a writ of mandamus should not issue to compel the justices to hear an appeal from an order of removal from the township of Stafford to the appellants' union, made by two justices of the borough of Wolverhampton. The court of quarter sessions of the county of Stafford refused to hear the appeal on the ground that it ought to have been made to the borough sessions of Wolverhampton. The respondents' contents cover the whole of the borough of Wolverhampton, and also over the township of Bilston, no part of which township is within the said borough. The whole of the respondents' union is in the county of Stafford. The paupers ordered to be removed were in the township of Bilston, and the order of removal was made in the borough of Wolverhampton by two of the borough justices. The appellants appealed against the order to Stafford county quarter sessions. The Poor Law Amendment Act 1867, sect. 27, provides that where a union extends into several

distinct jurisdictions, every matter, act, charge, or complaint by which the guardians thereof are affected, or in which they have any interest, shall, for the purpose of jurisdiction, be deemed to arise or exist equally throughout the Union.

Matthews, Q.C. and *Jolf*, for the respondents, showed cause.

Powell, Q.C. and *Bosanquet*, for the appellants, supported the rule.

The COURT (Cockburn, C.J., Blackburn, Mellor, and Lush, J.J.), considered that the Legislature, by sect. 27 of the Act of 1867, must have intended that the appellants' jurisdiction in cases of orders of removal should be the same as that under which the orders were originally made; and that in consequence, this appeal ought to have been brought before the Wolverhampton borough sessions, and not before the Stafford county sessions.

Rule discharged.

Attorneys for appellants, *S. W. Johnson*, for *Brooke, Robinson*, and *Co.*, Dudley.

Attorneys for respondents, *Neal* and *Philpot*, for *H. Langman*, Wolverhampton.

Saturday, Jan. 27.

Re MARY ANN TURNER.

Habeas Corpus—Mother's right over children—Forfeited guardianship.

Day moved for a writ of *habeas corpus* to bring up the body of Mary Ann Turner, aged about thirteen, who is at present in a Protestant home for homeless children. The motion was made on behalf of the child's mother, who is now dying of consumption at the Marylebone workhouse. The father, who was a Protestant, died when the child was about two years old; the mother had the child baptised according to her creed, and brought her up as a Roman Catholic. The mother had been an habitual drunkard except during the time she had spent in different workhouses. In July last, a district visitor, having found that the child was neglected and starved, sent her, with the mother's consent, to the institution in which she now is. After five months, the mother alleged, by affidavit, that she desired to remove the child from Protestant influence, and to have her brought up in her own religion, an opportunity having been found to place her in a Roman Catholic institution. Bramwell, B., at chambers, had refused the application.

The COURT (Blackburn, Mellor, and Lush, JJ.), considered that, under the circumstances, the writ were not bound to interfere. *Rule refused.*

Attorneys for applicant, *Tucker, Neve*, and *Langdale*.

Jan. 27 *and* 29.

THE JUSTICES OF LANCASHIRE *v.* THE LORDS OF THE TREASURY.

Mandamus—Cost of prosecutions—Statutory obligation of Lords of the Treasury—29 & 30 Vict. c. 39—*34 & 35 Vict. c.* 89.

Manisty, Q.C. had obtained a rule *nisi* on behalf of the justices of Lancashire, calling upon the Lords of the Treasury to show cause why a writ of *mandamus* should not issue, commanding them to pay certain costs of prosecutions which had been paid by the treasurer of the county of Lancaster upon taxation.

The Appropriation Act (34 & 35 Vict. c. 89) contains a grant, not more than a certain sum, for criminal prosecutions. The Exchequer Act (29 & 30 Vict. c. 39), compels treasurers of counties and boroughs to pay out of the funds at their command certain costs for prosecutions to be paid by the officers of assizes and sessions; and directs that the costs formerly payable out of the county and borough rates be paid by the Treasury. The main question which this application was made, had been accordingly paid by the treasurer of the county of Lancaster on the board of examiners, appointed by resolution of the House of Commons for that purpose, had re-taxed them, and a considerable reduction from the amount claimed by the said treasurer had been handed over by the Lords of the Treasury.

The *Solicitor-General*, *Pitt*, Q.C., and *Archibald*, for the Lords of the Treasury, showed cause, and contended that a *mandamus* could not be granted on the grounds, first, that the Lords of the Treasury were servants of the Crown; secondly, that the Acts of Parliament merely limited the application of particular sums granted for purposes to which the particular sums granted should be appropriated, and did not lay any statutory obligation upon individuals to pay these sums; and, thirdly, that the Legislature intended the Treasury officers to exercise a discretion in the manner and amount of payment.

Manisty, Q.C. and *Gorst*, for the Justices of Lancashire, supported the rule, and relied upon the words of the Acts referred to as imposing an obligation which gave the court authority to exercise its mandatory jurisdiction.

The COURT (Cockburn, C.J., Blackburn, Mellor, and Lush, JJ.), although strongly of opinion that the Lords of the Treasury ought to pay the whole of the costs claimed, considered there was no duty imposed by statute which could be enforced by *mandamus*. *Rule discharged.*

Attorneys for plaintiffs, *Ridsdale* and *Craddock*, for *Birchall, Wilson*, and *Hulton*, Preston.

Attorney for defendants, the *Solicitor to the Treasury*.

Tuesday, Jan. 30.

REG. *v.* JUSTICES OF SURREY AND OTHERS.

Diversion of a highway—Widening of old road—Consent of owner—Certiorari.

THIS was a rule obtained for a *certiorari* to bring up orders made and documents deposited in respect of a diversion of a highway. The enrolment of the certificate had been opposed at quarter sessions under the provisions of the General Highway Act 1835 (5 & 6 Will. 4, c. 50), s. 88, but the jurors found that notice of appeal to the surveyor had not been given in proper time, and the persons who considered themselves aggrieved now attempted to set aside the order of sessions as being bad on the face of it, and therefore beyond the jurisdiction of the justices. The objections were (1) that the alleged new highway was merely a widening of an old road; (2) that the consent of the owner was not stated in the certificate of diversion; (3) that the form of consent differed from that given in the schedule, and was bad because the person giving it were described "as, and claiming to be owners of the land adjoining," and because the substituted road to which the consent referred was described as "through or adjoining our said land."

Field, Q.C. and *Thesiger* for the respondents, the managers of the Epsom Asylum, near which the highway had diverted the road, showed cause.

Denman, Q.C. and *Clarke*, for the appellants, supported the rule.

The COURT (Cockburn, C.J., Mellor and Lush, J. J.), considered that the preliminary formalities required by the 84th and 85th sections had been substantially complied with. *Rule discharged.*

Attorneys for appellants, *Horne* and *Hunter*.

Attorneys for respondents, *Nicholson* and *Herbert*.

Wednesday, Jan. 31.

EX PARTE CORNEY.

Attachment—Attorney—Abolition of imprisonment for debt.

F. O. Crump moved for a rule for an attachment against an attorney for non-payment of a sum of money ordered to be paid by an order of a master of the Queen's Bench Court. The application had been made a rule *nisi* on the previous day, on the ground that a *fi. fa.* might issue on the rule. A further affidavit was now produced, which stated that the sheriff had made several writs against the attorney, and must return *nulla bona*, therefore the rule for attachment was again moved.

The COURT (Blackburn and Quain, JJ.) said that an attachment would not be granted, especially on the last day of term, for non-payment of money, now that imprisonment for debt was abolished; but the attention of the court being drawn to the fact that an attorney might still be imprisoned under the Debtors' Act for non-payment under an order of court. The Court said they would leave the applicant to his remedy on a *ca. sa.*

Attorneys, *Few* and *Co.*

COURT OF COMMON PLEAS.

Tuesday, Jan. 30.

Ex parte KING AND WIFE; *Re* P. AND W. (Attorneys).

Affidavit—Omission of "addition" of deponent—Irregularity—Waiver.

THIS was a rule to show cause why P. and W., attorneys, should not be struck off the rolls. The ground on which the rule was moved omitted to state the "addition" of the deponent.

Prideaux, Q.C. for P., and

Lopes, Q.C. for W., showed cause against the rule.

Prideaux objected that no "addition" or "mystery" being given, the affidavit was irregular and the rule ought to be quashed.

Lopes, Q.C. desired, on behalf of his client W., to waive the irregularity and be allowed to show cause.

The COURT (Willes, Byles, Brett, and Grove, JJ.), held, on the authority of *Cobbett* v. *Oldfield* (16 M. & W. 469), that the omission of the "addition" was an irregularity, and was ground for quashing the rule; but, further, that it was an irregularity only, and might be waived. So far, therefore, as it affected P. the rule would be quashed, but with regard to W. it would stand, and Mr. Lopes would be allowed to show cause.

Attorney for King, *G. Parsons*.

Attorney for W., *J. P. Watkins*, Bristol.

BYRNE *v.* GUANO CONSIGNMENT COMPANY.

Freight—Jurisdiction of Mayor's Court.

ACTION for freight on a charter-party brought in the Mayor's Court of the City of London. Rule for a prohibition on the ground that the cause of action did not arise within the jurisdiction. The voyage was from the Chincha Islands to the Southampton Docks.

Cohen showed cause, and contended, first, that freight was due in respect of delivery only, and not for carriage; secondly, that by custom such actions were within the jurisdiction of the Mayor's court: (*Mayor of London* v. *Cox*, L. Rep. 2 H. L. 239.)

Shiress Will for the defendants.

The COURT (Willes, Byles, Brett, and Grove, JJ.) held, first, that the whole cause of action did not arise within the jurisdiction; and, secondly, such a custom could not give an inferior court jurisdiction beyond its limits. *Rule absolute.*

Attorneys for the plaintiff, *Flux, Argles*, and *Rawlins*, 1, East India-avenue.

Attorneys for the defendants, *H. P. Sharp*.

Wednesday, Jan. 31.

RICHARDS *v.* GELLATLEY AND OTHERS.

Practice—Inspection.

Murphy moved to vary an order of Cleasby, B. at chambers, allowing inspection of certain documents and letters in the custody of the defendants, "except letters of other passengers, and letters of captains and owners subsequent to the 21st Dec., without prejudice to application to the court in respect of letters of other passengers." The motion was to vary the order by striking out the words in inverted commas. The action was brought on a promise by a certain ship's agent in a fit state, &c., whereby plaintiff was induced to become a passenger on the same, and afterwards, owing to the bad state of the ship, was obliged to disembark on the 21st Dec. (the day mentioned in the order), and lost the benefit of the money he had paid for his passage. The second count was for fraudulent misrepresentation as to the state of the ship, whereby, &c. The plaintiff had interrogated the defendants, and the defendants in their answers admitted having received a number of letters subsequently to Dec. 21, from passengers in the ship (other than the plaintiff), and from the captain and owners of the ship. It was alleged that other passengers besides the plaintiff had been compelled to leave the ship owing to its unfit state, and that defendants had settled with some of them. The defendants also represented themselves as being merely the agents of the owners, and it was suggested that the letters from the owners would show truly what was the relation between them and the defendants.

The COURT (Willes, Byles, Brett and Grove, J.J.) refused the rule. *Rule refused.*

Attorneys for plaintiff, *Eyre & Co.*

June 23, 24, 1871, *and Jan.* 31, 1872.

NORTH-EASTERN RAILWAY COMPANY (apps.) *v.* RICHARDSON AND ANOTHER (resps.).

Railway—Passengers—Common carriers—Bailees for hire—Liability for loss.

THIS was an appeal from the decision of the County Court judge of Westmoreland. The respondents (plaintiffs below) were the owners of a greyhound, which was sent by them to a station on the defendants' railway for the purpose of being conveyed by the railway. The fare was paid, but no ticket was given, and no special contract entered into. The dog was given in charge of the guard of the train and conveyed some distance on its journey. It was then taken out and kept waiting at a station, until some other train came up. While at the station it was fastened to a pump, but, getting frightened, it managed to slip its collar and run away from the line, where it got run over by a train. In a conspicuous part of the station a notice was posted up stating that the collector was not authorised to enter into contracts for the conveyance of dogs, except in a particular way, which had not been followed here. The County Court judge gave judgment against the company, damages 50*l.*, and this was an appeal against that decision.

June 23 and 24,—*Shield* for the appellants.

Kemp for the respondents. *Cur. adv. vult.*

Jan. 31.—WILLES J. gave the judgment of the court (Willes, Keating, and M. Smith, JJ.) in favour of the appellants, on the ground that the railway company were not common carriers of dogs, and that under the circumstances they were nothing more than bailees for hire, so as to be

liable only in the event of negligence, of which there was no evidence.

Judgment for the appellants without costs.

Attorneys for appellants, *Hutchinson* and *Lucas*, Darlington.

Attorneys for respondents, *Kynaston* and *Gasquet*.

COURT OF EXCHEQUER.

May 22, 1871 *and Jan.* 22, 1872.

HUDSON *v.* WALKER.

Landlord and tenant—Order of County Court—Delivery of possession under — County Court Amendment Act (19 *&* 20 *Vict. c.* 108), *ss.* 50, 51 *—Trespass — Justification of under the Act—Parties to suit—Estoppel.*

THIS was an action of trespass which was tried before Martin, B. and a special jury at the last spring assizes for the county of Cumberland, 1871. The facts were shortly these: The defendant who claimed to be the landlord of a person named Usher in respect of the premises in question, an outhouse or shed attached to and belonging to a public-house called the Red Lion, at Grassmere, had sometime previously issued a summons against Usher in the County Court under the County Court Amendment Act (19 & 20 Vict. c. 108), sect. 50, in which proceedings he recovered judgment, and thereupon obtained possession of the premises under and by virtue of the warrant of the County Court. In respect of this the present action was in possession of the premises at the time as tenant to Usher, the defendant in these proceedings, but was no party to them in any way, and the present action was now brought by him against the defendant for retaining possession of the premises which he claimed to do under the County Court warrant above-mentioned. The learned Baron, at the trial, was of opinion that the proceedings in the County Court and under the warrant had operated to change the legal possession, and that the present plaintiff Hudson was concluded thereby, and, therefore, he held that the present action of trespass was not maintainable by the plaintiff, whom he accordingly nonsuited. A rule having been subsequently obtained on behalf to set that nonsuit aside, and for a new trial on the ground of misdirection in the learned judge's so ruling.

May 22.—*Holker*, Q.C. and *Campbell Foster*, for the plaintiff, showed cause against it, and

Quain, Q.C. and *Tweedyan*, for the defendant, *contra*, supported it.

THE COURT (Martin, Bramwell, and Pigott, BB.) took time to consider the matter, and now

Jan. 22.—Their Lordships delivered judgment *seriatim*, Channell and Pigott, BB., being of opinion that the plaintiff's rule should be made absolute for a new trial; but Martin, B., retaining the opinion he entertained at the trial, thought it should be discharged. *Rule absolute.*

Attorneys for the plaintiff, *Westall* and *Roberts*, 7, Leadenhall-street, E.C., agents for *Moser, Arnold*, and *Moser*, Ambleside.

Attorney for the defendant, *H. S. Willett*, 14, Gray's-inn-square, W.C., agent for *R. F. Thompson*.

Monday, Jan. 22.

JOSSELYN *v.* ELLISONS.

Action on bond—"Ale or porter merchant"—Brewer—Distinction between—Construction.

THIS was an action to recover the penalty on a bond given by the defendant to the plaintiff under the circumstances hereinafter mentioned, and which was tried at the last summer assizes at Ipswich, before Byles, J. The defendant, who had been a traveller to the plaintiff, who was an "ale, porter, and spirit merchant," at Colchester, had, upon entering into the plaintiff's service in that capacity, executed a bond to the plaintiff, by which he became bound, amongst other things, that he would not within five months after ceasing to be in the plaintiff's service travel for any "ale, porter, or spirit merchant" within twenty-five miles of Colchester. Having quitted the plaintiff's employment, the defendant immediately afterwards entered the service of a *brewer* at Colchester as a traveller, and in that capacity he went about soliciting orders for the brewer within the distance limited by the bond, and thereupon the plaintiff brought this action to recover the penalty. The learned judge thought that a brewer, who only sold the goods which he had himself manufactured, did not come within the words of the bond as an "ale, porter, or spirit merchant," and that the bond was not, therefore, forfeited. A verdict, however, was entered for the plaintiff for nominal damages, and leave was reserved to the defendant to move to enter the verdict for him. A rule to that effect was accordingly subsequently obtained, and now

O'Malley, Q.C. (with him was *Mayd*) appeared to show cause against it, and

Bulwer, Q.C. and *Graham*, for the plaintiff, *contra*, supported it.

THE COURT (Martin, Bramwell, and Pigott, BB.; Martin, B., not without some doubt), made the rule absolute to enter the verdict for the defendant on the ground that a brewer who sold his own manufactures only was not a "merchant" in the common and ordinary sense of that term, and so did not come within the description in the bond, of an "ale, porter, or spirit merchant."

Rule absolute.

Attorney for the plaintiff, *Jones*, Colchester.

Attorneys for the defendants, *Kingsford* and *Dorman*, 23, Essex-street, Strand, W.C., agents for *Turner, Deane*, and *Elvees*, Colchester.

Saturday, Jan. 27.

JAMES *v.* THE SOUTH WESTERN RAILWAY COMPANY.

Court of Admiralty—Injunction by to stay action at common law—Prohibition by this court to stay proceedings upon such injunction.

THIS was a rule calling upon the London and South Western Railway Company to show cause why they should not be prohibited from further proceeding in a certain suit in the High Court of Admiralty called the *Normandy* to the injury of the plaintiff, and why they should not be prohibited from further proceeding to enforce or issue any injunction to restrain the said plaintiff from proceeding with an action in this court between the said plaintiff and the said defendants on the ground that such suit and proceedings are without the jurisdiction or want of jurisdiction. It appeared that the plaintiff on a day in May last took a ticket in London by the defendants' line of railway to Guernsey. Having arrived safely at Southampton, he proceeded on board one of the defendant's steamboats called the *Normandy* to take possession of his journey to Guernsey. Whilst on its voyage the vessel came into collision with a vessel called the *Mary*, whereby the *Normandy* was so much injured that she shortly sank, the passengers being saved, but all the goods, including those of the plaintiff going down with her. The plaintiff thereupon brought an action against the defendants for the value of his goods. At the same time, the defendants brought an action in the Admiralty Court against the owners of the *Mary*, and the latter brought an action against the present defendants, each suit being a cross suit to the other. The Court of Admiralty ultimately held that it was the *Normandy* which was to blame. Upon that, the defendants instituted a suit in the Court of Admiralty, under the provisions of the 514th section of the 17 & 18 Vict. c. 104 (Merchant Shipping Act 1861), for limiting their liability, and the Court of Admiralty thereupon issued an injunction restraining the plaintiff from proceeding in his present action, and it was to set aside such injunction that the present rule was obtained.

Sir *J. Karslake*, Q.C. and *C. Wood* showed cause.

Mansby, Q.C. and *W. G. Harrison* in support of the rule.

THE COURT were of opinion that the Court of Admiralty had no jurisdiction to grant any such injunction, and made absolute the present rule.

Rule absolute.

Attorneys for the plaintiff, *Brookbank* and *Watlond*.

Attorneys for the defendants, *L. Crombie*.

COURT OF PROBATE.

Tuesday, Jan. 30.

(Before Lord PENZANCE.)

In the Goods of SHEPHERD.

Intestacy—Two of the next of kin abroad—Joint grant to attorneys nominated by them for the purpose refused—Practice.

JOHN SHEPHERD, late of Lymm, in the county of Chester, died 16th Nov. 1871, intestate, and a bachelor, without any parent or brother or sister surviving him. He left two sons, John Shepherd Douglas, of Calcutta, Margaret Taylor Dew Douglass, and Elizabeth Hutton, of New York, his late wife, and one daughter. Mr. Douglas had nominated Mr. T. S. Dods, of Manchester, his attorney, and Mrs. Hutton had nominated Mr. J. W. Stuart, of Manchester, to be her attorney, for the purpose of taking the grant of administration; and

Bayford now moved that a joint grant of administration be made to these two gentlemen.

THE COURT held there was nothing in the circumstances of the case to take it out of the general rule, and refused to make a joint grant.

Proctor, *Ayrton*.

In the Goods of WILSON.

Lost codicil—Evidence as to its being seen, but no evidence as to its execution—Probate refused.

THOMAS WILSON, late of Titchfield in the county of Hants, died leaving a will and six codicils, the last of which was executed shortly before his death, and merely contained an alteration in the appointment of executors. The will and codicils were produced and read over at the funeral, and were lent to a legatee who was executor under a previous codicil, to read. On their return the sixth codicil was missing. An affidavit was read from a gentleman who had seen the codicil, and who deposed that it was in the handwriting of the deceased. It was signed by the testator and two other persons, but he could not remember whose the names were.

Inderwick moved that a draft of the sixth codicil be admitted to probate along with the will and the other codicils.

THE COURT.—The court has never admitted to probate a document, as to the execution of which it has no kind of evidence. You may take probate of the will and the five codicils.

Attorneys: *Sympson* and *Warner*.

In the Goods of PURSSGLOVE.

Will—The executor and residuary legatee signed the will after the testatrix and before attesting witnesses—Probate granted.

MARY PURSSGLOVE, late of Birmingham, in the county of Warwick, died 20th Dec. 1870, left a will which was executed in the following form:

Mary Purssglove ×

Edward Valentine Smith, executor.

Witnesses, Henry Sermon, Daniel Mason.

E. V. Smith, who was also residuary legatee, died Jan. 2, 1871, without having proved the will, and

C. A. *Middleton* now moved that probate of the will of Mary Purssglove be granted to David William Hind, the executor of E. V. Smith. He cited *In the Goods of Wilkinson* (38 L. J. 47, P. & M.: 20 L. T. Rep. N. S. 683) as an authority, that Smith, by signing as executor, did not lose his interest.

THE COURT made the grant.

Attorneys, *Burton, Yeates*, and *Hart*.

In the Goods of J. N. LANGHAM.

Intestacy—Next of kin minors—A stranger in blood obtained grant without notice of the parent's next of kin who was resident abroad.

STEPHEN NAT LANGHAM, late of the Cambrian Stores, 24, Granby, Leicester-square, and in the county of Middlesex, licensed victualler, died Sept. 1, 1871, a widower, and intestate, leaving Alice and Elizabeth, his natural and lawful children, and his only next of kin. Both children were minors, being of the respective ages of 16 and 12 years. On the father's death there were no effects of his, and on the mother's side their only next of kin were two uncles and two aunts, of whom three had duly renounced their rights to the administration of the deceased's estate, and to the guardianship of the minors. The fourth, an uncle named Wm. Watson, had left his country of late for the purpose of taking up his residence in the State of Nevada, in the United States of America. Inquiries had been made to ascertain his present residence, and nothing was now known of him. The minors duly elected George Langham, a stranger in blood, to be their guardian for the purpose of administration to the estate of the deceased, and the court was now moved to make a grant of administration to him as guardian. The value of the estate was about 100*l.*

Shearman, for the applicant, cited *In the goods of Hooper* (3 Sw. & Tr. 67; 8 L. T. Rep. N. S. 470), *In the goods of Widger* (2 Curt. 55), *In the goods of Augustus J. Hay* (L. Rep. 1 P. & D. 57; 13 L. T. Rep. N. S. 353).

THE COURT.—In this case there are several next of kin of the minors who have had an opportunity of coming forward to represent them. They don't find it necessary to do so. The only one who has been left out is residing abroad; and under these circumstances the court may permit the guardian to elect a grantee as they have done. The rest follows as a matter of course.

Attorneys, *Allen* and *Son*.

ELECTION LAW.

NOTES OF NEW DECISIONS.

ELECTION LAW—COUNTY—DESCRIPTION OF QUALIFICATION—ERRONEOUS NUMBER OF HOUSE —RIGHT TO AMEND.—Where the description of the property of a voter is erroneous, the revising barrister has power to amend under 6 & 7 Vict. c. 18, s. 40, as an "insufficient description of the property." The claimant's qualification for a county vote was described as a "freehold house and shop," No. 4, English-street, Carlisle. After his name had been so put on the register, the local authorities altered the number of this house to 9. There was another No. 4, English-street. The claimant's vote was objected to and disallowed by the barrister, as he considered he had no power to amend. Held, that the barrister had power to amend. Per Brett, J., that the barrister not only had power, but was bound to amend: (*Bendle* v. *Watson*, 25 L. T. Rep. N. S. 806. C. P.)

ELECTION LAW—COUNTY VOTE—RATEABLE VALUE OF OCCUPATION UNDER SEVERAL LANDLORDS.—An occupation of several pieces of land under different landlords, none of which pieces are sufficiently rated to confer a vote for the county, but which are in the aggregate of sufficient value, makes a good qualification for a county vote under the 6th section of the Representation of the People Act; and the fact that the tenants hold under different landlords is no objection. *Gaisby* v. *Burrow*, 7 M. & G. 21, distinguished: (*Huckle* v. *Piper*, 25 L. T. Rep. N. S. 809. C. P.)

ELECTION LAW—COUNTY FRANCHISE—SUBLESSEE—TERM ORIGINALLY EXCEEDING SIXTY YEARS.—A sub-lessee of a term which, when originally created was for more than sixty years, and of the clear yearly value of 5*l.* over and above all rents and charges payable out of the same, is entitled to vote for members of Parliament for the county. *Semble*, the 5th section of the Representation of the People Act 1867, does not create a new franchise, but lowers that of Vict. 8, the enable the objector to prove that a voter whose qualification was a "freehold benefice," in a borough, was entitled to a borough vote, and therefore not entitled to vote for the county under 2 Will. 4, c. 45, s. 24: (*Simey* v. *Dixon*, 25 L. T. Rep. N. S. 811. C. P.)

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thu.
Bank of England Stock	242	242	243	243	244	...
3 ℔ Cent. Red. Ann....	92½	92½	92½	92½	92⅝	92⅝
3 ℔ Cent. Cons. Ann....	92½	92½	92⅝	92⅝	92⅝	92⅝
New 2½ ℔ Cent. Ann....	...	...	...	...	90¼	...
Do. 3½ ℔ C. Jan. 1894	...	...	...	...	99¼	...
New 3 ℔ Cent. Ann....	92½	92½	...	92⅝	92⅝	92⅝
5 ℔ Cent. Annuities....	...	...	...	...	...	...
3 ℔ Cents. Jan. 1873	...	...	...	...	...	...
Ann. 39 years exp. April 5, 1885	...	...	...	...	10	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1908	...	...	...	...	...	...
Rad Sea Telc. Ann. 1908	...	...	...	...	...	...
Consols, for Acc.....	92⅝	...	...	92⅝	92⅝	92⅝
India 5 ℔ Cent. for Acc.	...	...	...	...	...	...
Do. 5 ℔ Cent. July 1880	111	111¼	111¼	111	110¾	...
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	...	...	...	...	...	...
India 5 ℔ Cent.	...	...	...	...	...	...
India 4 ℔ C. Oct. 1888	105¼	105¼	105¼	105¼	106	105¼
India 3 ℔ Cent. 1870	...	...	...	...	...	...
India Bonds (1000l.)...	30s. 6d.	30s. 6d.	30s. 6d.	30s. 6d.	30s. 6d.	...
Do. (under 1000l.)...	30s. 6d.	30s. 6d.	30s. 6d.	30s. 6d.	30s. 6d.	...
Ex. Bills, 1000l.	6s. 6d.	6s. 6d.	6s. 6d.	6s. 6d.	6s. 6d.	...
Do. 500l.	6s. 6d.	6s. 6d.	6s. 6d.	6s. 6d.	6s. 6d.	...
Do. 100l. and 200l.	6s. 6d.	6s. 6d.	6s. 6d.	6s. 6d.	6s. 6d.	...
Metropolitan Board of Works 3½ ℔ C. Stock.	97¼	97¼	97¼	97¼	97¼	...

a Premium.

REPORTS OF SALES.

[NOTE.—The reports of the Estate Exchange are officially supplied in the following terms:—"Solicitors whose names are registered there will oblige by reports of their own sales."]

Thursday, Jan. 25.

By MESSRS. CHINNOCK, GALSWORTHY, and Co., at the Mart, Westminster, Victoria-street. The freehold property known as the Grosvenor Mansions—sold for £20,500.

Marylebone. No. 21, Saville-street, term 47 years—sold for £1250.

No. 14, Upper Marylebone-street, term 47 years—sold for £900.

Nos. 12 and 13, Upper Ogle-street, term 39 years—sold for £630.

The Brandon Estate, Saint Pancras.—*Pennington* v. *Dubbins*.—Walworth. No. 35, East-street, freehold, and a freehold ground-rent of £8 10s. 6d.—sold for £220.

No. 253, East-street, freehold—sold for £325.

No. 241, East-street, and a freehold ground-rent of £10 per annum—sold for £405.

Freehold ground-rent of £20 per annum, amply secured, and a plot of building-land—sold for £320.

No. 94, Brandon-street, freehold—sold for £200.

No. 2, York-road, and the Walworth Temperance Hall, freehold—sold for £850.

Nos. 20, 22, and 24, York-street, freehold—sold for £620.

A freehold ground-rent of £4 10s., well secured—sold for £220.

Nos. 6, 7, Bethnal-green, a freehold ground-rent of £21 per annum, amply secured—sold for £420.

A ditto of £11 11s. per annum—sold for £230.

A ditto of £14 per annum—sold for £280.

A ditto of £15 per annum—sold for £270.

A ditto of £25 per annum—sold for £500.

Kingsland-cross, York-road. A freehold ground-rent of £29 per annum, amply secured—sold for £625.

A ditto of £35 per annum—sold for £750.

Pleasant-grove. A dwelling-house, with stabling, &c., freehold—sold for £760.

A freehold property adjoining the above, comprising cattle-yards and outbuildings—sold for £1200.

A freehold marsh manufactory, with cottage, near the above—sold for £430.

A freehold ground-rent of £8 12s. per annum, amply secured —sold for £275.

York-road, Nos. 5, 7, and 8, and Nos. 1 to 5, Pleasant-grove, freehold—sold for £1260.

Newington, No. 125, High-street, freehold—sold for £1120.

A freehold ground rent of £8, amply secured—sold for £235.

Walworth. A freehold ground rent of £4 10s. per annum, secured on two houses in East-street—sold for £220.

Sale No. 7.—Walworth, No. 12, Orb-street, Nos. 1 to 6, Bedford-street, term 18 years—sold for £1000.

Nos. 7 to 10, Bedford-street, and Nos. 1 to 4, Bedford-court, term 18 years, with an improved ground rent of £65 per annum—sold for £950.

Nos. 1, 2a, 5, 6, 9, 11, 12, 13, and 14, Nursery-row, term 18 years—sold for £450.

Nos. 15, 16, 17, 18a, 19, 20, and 21, same row and term—sold for £750.

An improved ground-rent of £75 per annum, amply secured, term 18 years—sold for £490.

The above Estates have been sold under an order of the Court of Chancery, in the important suit, *Pennington* v. *Dubbins*. The buildings throughout were spirited, and the prices realised were most satisfactory.

WE have received a volume entitled The Key to the London Money Market, by Mr. Arthur Crump (London, Longmans and Co.), which furnishes us with a concise history of the important circumstances which have affected the money market and the Bank of England returns from 1792 to 1871 inclusive. The author has made a most masterly essays on such subjects as The Economy of Capital, Deposits, Circulation and Bullion, showing that the author has not chosen a title for his work to which it cannot fairly aspire. Mr. Crump seems to have felt the pulse of the money market with the skill of an experienced physician, and the plan of his work will enable those whom the subject he treats of concerns, and there are few whom it does not concern, to inform themselves as to the fluctuations of the market, and thus to make comparisons for practical purposes between the present and the past. The work is unique, and must probably will meet with considerable success.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

PRACTICE—SALE OF MORTGAGED PROPERTY—PURCHASER'S RIGHT TO DELIVERY OF TITLE DEEDS.—A purchaser who, in a suit to realise a mortgage security, is the successful bidder at the sale of the mortgaged property into court, is entitled, before its distribution, to the delivery of the title deeds: (*Fowler* v. *Scott*, 25 L. T. Rep. N. S. 784. V.C.W.)

PRACTICE—PARTITION—SALE AT THE REQUEST OF INFANTS—JURISDICTION.—Under 31 & 32 Vict. c. 40,)—An partition suit instituted on behalf of infants entitled to property as tenants in common, for a sale of the property, a consent made the order of the Court, but directed it to be drawn up both under the old practice of selling to pay costs and under the powers of the Act: (*Re Lee* v. *France*, 25 L. T. Rep. N. S. 785. V.C.W.)

WILL—POWER OF APPOINTMENT—DEATH OF APPOINTEE IN LIFE OF APPOINTOR—RESIDUARY BEQUESTS—NEXT OF KIN.—A testatrix having a life interest in, and a general power of appointment over, the residuary estate of her late husband, by her will appointed an executor; and after directing payment of her debts and funeral and testamentary expenses, bequeathed the residue of her estate to four persons (direct) to be divided equally between them. Two of the persons died in the lifetime of the testatrix: Held, that her husband's next of kin were entitled to the shares of the persons who had died: (*Re Davies' Trust*, 25 L. T. Rep. N. S. 785. V.C.W.)

PRESUMPTION OF DEATH—LEGACY TO A CLASS.—A testator died in 1809, leaving by his will given 1000*l.* to the children of his brother W., living at his death, to be divided between them equally by his executrix within twelve months after his death. The said sum to be raised by the executrix out of certain property in which he gave her a life interest. The testator's brother W. had five children, one of whom was last heard of in Feb. 1845. In 1848 the executrix paid their shares to the four other children. In 1851 she was found by the next master by his report, found that one-fifth part of the 1000*l.* remained unpaid, and that it was believed to belong to a child of W., who had not been heard of since the testator's death, or, if he were dead, to the other children of W. In 1871 the other four children presented a petition for payment of the 200*l.* and interest to them out of fund in court to the account of the lunatic: Held, that they were entitled to the 200*l.* and interest, as there was no evidence that there was a fifth child of W. living at the testator's death; but that they were only entitled to six years' arrears of interest on the 200*l.*: (*Re Walker*, 25 L. T. Rep. N. S. 775. Chan.)

COMMISSION IN THE ARMY—EQUITABLE CHARGE—PRIORITY—NOTICE—SALE OF COMMISSION—ARMY AGENT—NOTICE LEFT AFTER BUSINESS HOURS.—An officer in the army, who had created several charges on the proceeds of sale of his commission, was gazetted on the 7th Dec. as having retired from his regiment by sale of his commission. The proceeds of the sale were lodged with the army agents on the same day, but the amount, after deducting regimental debts, did not become payable to the officer till the following morning. At half-past five p.m. on the 7th Dec., after business hours, one of the incumbrancers left at the office of the army agents a written notice of his charge. On the opening of the office at nine o'clock on the following morning, several other incumbrancers served the army agents with notices to the same effect. Held (reversing the decision of the Master of the Rolls), that the notice left on the evening of the 7th Dec. must be taken to have been received simultaneously with the other notices, as it was not really received by the army agents until the following morning. *Papillon* v. *Brunton* (2 L. T. Rep. N. S. 326; 5 H. & N. 518) distinguished. Held also, that, as all the notices must be taken to have been served simultaneously, the incumbrancers were entitled to rank according to the dates of their charges. One of the charges extended to further advances. Held, that the rule in *Hopkinson* v. *Rolt* (9 L. T. Rep. N. S. 90; 9 H. of L. Cas. 514) applied, and that the incumbrancer holding that charge was entitled to tack on to it all further advances made by him without notice of any prior charges, but that he was not entitled to tack on a charge bought up from another incumbrancer: (*Gulsbaher* v. *Forbes*, 25 L. T. Rep. N. S. 772. Chan.)

WILL—CONSTRUCTION—POWER TO DEDUCT FROM LEGACY PROVING BY WILL—LEGACIES TO OTHER LEGATEES UNDER THE WILL.—A testator, by his will, gave his residuary estate to trustees upon trust to sell and invest, and to pay the annual income to his wife for her life, and after her death to stand possessed of one-sixth part of the proceeds of sale upon trust to invest and to permit his daughter M. to enjoy the annual income for her life, for her separate use with remainder to her children in equal shares. And the testator directed his trustees to deduct from her share the sum of 200*l.*, which he had advanced to her; and also that if, on the period of distribution, M. should be indebted to any of her brothers or sisters in respect of advances made to her, his trustees should be empowered to deduct all or any of such debts or advances from her share, and to pay the same to the brother or sister to whom the same might be owing. Held, that this power of deduction extended to advances, although barred by the Statute of Limitations, but did not extend to interest on the advances: Held, also, that the power to treat advances by M.'s brothers and sisters in the same way as the advance by himself: (*Poole* v. *Poole*, 25 L. T. Rep. N. S. 771. Chan.)

UNCLAIMED STOCK AND DIVIDENDS IN THE FUNDS IN ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively entitled thereto, if claim be prefaced to each in three months, unless other evidence to the contrary appear.]

ALLEN—Henry Allen, Gentleman, Louis, Vale-place, North-Villas—Henry Allen, Widower, Holroyd Three per Cent. Consols, Kent, gentleman, Samuel Allen, Gentleman, Alexander Allen, Gentleman, Harriet Susan Barnet Lemming (wife of Henry Lemming).

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

GLENCOWE COAL COMPANY (LIMITED).—Creditors to send in to Fox, Jun., Gainsborough, and their names and addresses of their claims, and the names and addresses of their solicitors, if any, to Mr. Wilkinson, Gainsborough, Winding-up the official liquidator of the said company. Feb. 24, at eleven o'clock, before Mr. Master M'Lean, is the time appointed for hearing and adjudicating upon such claims.

ROYAL NAVAL MUTUAL MARINE COMPANY AND LIFE ASSURANCE SOCIETY.—Petition for winding-up to be heard Feb. 5, before V.C. Malins.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ASH (Francis), Esq., Wednesbury, Gloucester, yeoman. Feb. 19; Geo. D. Crossman, solicitor, Thornbury, Gloucestershire, Mar. 25; W. C. Bartley, solicitor, Stourbridge.

BARNES (Jno.), Green Dragon, St. Andrew's-hill, Doctor's Commons, Jno. Barnes, Gentleman, Hadley, Feb. 29; R. V. C. M. at chambers, 2, Church-court, Clement's-lane, E.C. March 7; solicitor, 2.

CADDICK (Isaac), Wednesbury Oak, Sedgley, Stafford, Ironmaster. March 1; Wm. Rogers, solicitor, Wednesbury. March 21; V.C.W. at twelve o'clock.

FELTHAM (Charles), Bedford House, Clement's-lane, E.C., and Wimbledon, near Brighton, underwriter and insurance broker. Feb. 29; Wm. Rogers, solicitor, 6, Great Marlborough-street, Middlesex. March 4; V.C.W., at twelve o'clock.

FARMER (Henry G.), Haven Farm, Firbeck, York, farmer; Feb. 29; Wm. Rogers, solicitor, Gainsborough. March 8; V.C.M. at twelve o'clock.

FELTHAM (Jno.), Wells, Hampton-court, Middlesex, gentleman. March 16; H. H. Lawrence, solicitor, 3, Southampton-buildings, W.C. March 7; V.C.W. at twelve o'clock.

KENNARD (Robert W.) Esq., 37, Porchester-terrace, Middlesex, Colonel. March 1; J. P. Bumstead, Esq., solicitor, 3, Raymond-buildings, Gray's-inn-road, W.C. Feb. 9; V.C.W. at twelve o'clock.

LEO (Anton), 32, St. Peter's-street, Islington-green, Middlesex. Feb. 28; H. C. Barker, solicitor, St. Michael's House, Cornhill, E.C. March 15; V.C. W. at twelve o'clock.

LEWIS (Isaac), Ravensview, Whitechapel, Middlesex, Feb. 29; J. Smith, solicitor, 19, White Lion-street, Norton-Folgate, E. March 14; V.C.W., at twelve o'clock.

THOMSON (Jas.), South Norwood, Surrey, metal broker. March 11; J. H. James, solicitor, 66, Lincoln's-inn-fields, W.C. March 16; V.C.W., at twelve o'clock.

WHITTINGHAM (Jane P.), Barnsbury-street, Middlesex. Feb. 19; Sheffield and Sons, solicitors, 32, Lincoln's-inn-fields, E.C. March 1; V.C. M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

ANDREWS (George), Watfield, Suffolk, farmer. March 25: Hayward and Sons, solicitors, Needham-market.
AYRTON (John C.), 4, Impasse Meulin Joli, Belleville, Paris. March 12: Simpson and Chillingford, solicitors, 85, Gracechurch-street, E.C.
BAYLIS (Wm. H.), Bilston, Staffs, coiler agent and bookkeeper. March 9: J. Riley, solicitor, 7, Queen-street, Wolverhampton.
BIDGOOD (Chas.), The Limes, Stavinton-cum-Gresley, Wymondham, Chester, gentleman. Feb. 14, Bellyse and Son, solicitors, Nantwich.
BISSELL (Henry T.), Ross, Hereford, corn factor. March 1: S. B. Davies, solicitor, Ross.
BLYTHE (Chas.), Esq., M.P., For Warren, Chobham, Surrey. March 11: Dawes and Sons, solicitors, 5, Angel-court, Throgmorton-street, E.C.
CAMPBELL (Lieut.-Gen. John), Lipson-terrace, Plymouth, Devon. April 26: Rooker and Co., solicitors, Plymouth.
CANTOR (Israel), 37, Exeter-street, Whitechapel, Middlesex, sponge merchant. March 25: F. W. Hilbery, solicitor.
CARR (Richard), Furnival's-inn, Holborn, E.C., gentleman. Feb. 29: Brooks and Co., solicitors, 7, Godliman-street, Doctor's Commons, E.C.
CHOPE (Isaac), Moulton Austendykes, Moulton, Lincoln, farmer and grazier. March 31: Capron and Wilberforce, solicitors, Bourne.
DAWES (Chas. H.), Esq., Chippenham. March 1; H. Dyne, solicitor, Bowood, Somerset.
DOWNES (Chas., Esq., 39, Bridge-road, Hammersmith, Middlesex. March 16; J. S. Ward, solicitor, 32, Lincoln's-inn-fields, W.C.
DREW (John P.), Milford-house, Llanllwchaiarn, Montgomery. March 4: Wynnstay and Talbot, solicitors, Newtown, Montgomery.
DRIVER (Mary A.), 4, Highbury-park, Highbury, Middlesex. April 8; Rixon and Son, solicitors, 32, Gracechurch-street, E.C.
DUNMORE (Jno.), Esq., Swaffham, Norfolk. March 1; H. Harnall, solicitor, in the Chancery-lane, Swaffham.
EARTH (Henry), 31, Boundary-road, St. John's-wood, Middlesex, gentleman. March 1: Boulton and Sons, solicitors, 31a, Northampton-square, Clerkenwell.
EVANS (Jno.), Messley, Worcester, factor. March 1: Saunders and Bradbury, solicitors, 7, Cherry-street, Birmingham.
EVANS (Wm.) Esq., 29, Russell-square, W.C. April 1: Ford and Lloyd, solicitors, 4, Bloomsbury-square, W.C.
FALKNER (Daniel), Newbridge-road, Birmingham, cabinet maker. March 1: Saunders and Bradbury, solicitors, 31, Cherry-street, Birmingham.
FENNEY (Jno. F.), Church-road, Edgbaston, near Birmingham, newspaper proprietor. March 1: Saunders and Bradbury, solicitors, 31, Cherry-street, Birmingham.
FISH (Jas.), Stegnarth, Sheffield, cutler and Water-street, St Paul's, Bristol, maltster. March 8; Purnell and Salt, solicitors, Bristol.
FRANCIS (Wm.), 19, Redman's-row, Mile-end, Middlesex. March 21: F. T. Dennis, solicitor, 4, Bedford-row, Lincoln's-inn-fields, Middlesex.
GILBERT (Francis), Park-cottage, Camborne, Cornwall, mine agent. March 1; F. V. Budge, solicitor, Princes-street, Truro.
HAINES (Selina), Edgerton-street, Sheffield. Feb. 29; W. J. Clegg, solicitor, 37, Norfolk-street, Sheffield.
HALL, otherwise Halsey (Caroline), Reading, March 11: Abbot and Co., solicitors, 26, Bedford-row, W.C.
HARGREAVES (Rev. Jas.), West Tilbury, Essex, clerk. March 25; Field and Co., solicitors, 24, Lincoln's-inn-fields, W.C.
HEATHER (Wm., 189, Lambeth-wall, E.C., soldier, March 1; Wm. Lovell, solicitor, 7, Great Queen-street, W.C.
HINDLEY (Chas.), Esq., East Acton, Middlesex. March 25; W. H. Oliver, solicitor, 94, Lincoln's-inn-fields, W.C.
HOUR-GOLDSNEY (Rev. George), formerly George Goldney, North Bank, and Cumberland-terrace, Regent's-park, clerk. March 9; Bloxam and Co., solicitors, 1, Lincoln's-inn-fields, W.C.
HUGHES (Wm.), Esq., 146, Albany-street, Regent's-park, N.W. Feb. 20; Lambert and Hughes, solicitors, 4, Bedford-row, W.C.
INCE Ralph F., 18, Montague-square, Middlesex. Feb. 28; T. H. Dixon, solicitor, 33, John-street, Bedford-row, W.C.
LAYTON (Hannah), Headingley, Yorkshire. May 1; C. Tempest, solicitor, 19, Albion-street, Leeds.
LOVELL (Jas.), Jewry-street, Winchester, March 25; Lee and Best, solicitors, Winchester.
MARSHALL (Wm.), Solway-cote, Whitehaven, Cumberland, officer in H.M.'s Custom-house, Whitehaven. March 1; Lamb and Howson, solicitors, Whitehaven.
MARSTER (Everetta C.), Street, near Ludlow. March 5; Jno. L. Clark, solicitor, Ludlow.
MOODY (Christopher), Cock Mill Farm, Pilton, Somerset, gentleman. March 1; H. Bere, solicitor, Shepton Mallet, Somerset.
OLLIFF (Samuel W.), the Star and Garter, 79, Caledonian-road, Middlesex, licensed victualler. March 1; Indermaur, solicitor, 1, Bernard's-inn, Holborn, Middlesex, gentleman.
PAYNE (Geo. A.), Esq., East End-house, Fairford, Gloucester. March 9; Mullings and Co., solicitors, Cirencester.
PICKERING (Eleanor), Great Malvern. March 1; Deane and Co., solicitors, 14, South-square, Gray's-inn, W.C.
PLOWMAN (Col. Jas. C.), New Park-house, Chale, Isle of Wight. Feb. 29; Rooke and Rooke, solicitors, 3, Bedford-hill, Cannon-street, E.C.
ROBERTS (Wm.), Ironmaun-cottage, Em-place, Brompton, Middlesex, commercial traveller. Feb. 29; Brooks and Co., solicitors, 7, Godliman-street, Doctor's-commons.
SAVORY (Jno.), Esq., 22, Sussex-place, Regent's-park, N.W., and 29, Clapham-grove, Surrey. March 1; Sharpe and Co., solicitors, 25, Blackmore and Son, solicitors, Aylesford.
SMITH (Adam), 12, Gracechurch-street, E.C., merchant. March 1; Hilyer and Co., solicitors, 12, Fenchurch-street, E.C.
STEPHENS (Robert), 13, The Paragon, Bath, gentleman. March 1; Hoskyns and Hoskyns, solicitors, 3, Bond-street, Bristol.
TAYLOR (Mary M.), 18 West-lodge, Cockham, Berks, March 25; G. Cheatle, solicitor, 18, Fenkerstone-buildings, Holborn, W.C.
THOMAS (Julia), Crownbrook, Forest-hill, Surrey. Feb. 29; Blake and Shaw, solicitors, 3, Basinghall-street, Cannon-street, E.C.
TYAS (Wm. T.), Lower Edmonton, Middlesex, gentleman. March 1; P. Purvis, solicitor, Winchmore-hill, Middlesex.
WYNN Elizabeth), Northampton-square, Middlesex. March 28; Lamb and Brooks, solicitors, Oldham, Hants.
WRIGHT (Thos.), Hertl-hill, Staffordshire, and 109, Wandsworth-road, Dalston, Middlesex. Feb. 28; F. H. Smith, solicitor, 70, King Williamstreet, E.C.

THE BENCH AND THE BAR.

CALLS TO THE BAR.

LINCOLN'S INN.—Alfred Barratt, Esq., B.A., Oxford (Eldon scholar); Charles George Danford, Esq., B.A., Cambridge; Bertram Savile Ogle, Esq., B.A., Oxford; Samuel Winter Cooke, Esq., B.A., Cambridge; Frank Challice Constable, Esq., B.A., Cambridge; George Holmes Blakesley, Esq., M.A., Fellow of King's College, Cambridge; Jacob Edward Harvey, Esq., B.A., Cambridge; Henry Staffurth, Esq., LL.B., Cambridge; Thomas Allen Hulme, Esq., B.A., Dublin; Herbert Edward Hull, B.A., Oxford; Charles Lane Sayer, Esq., Trinity Hall, Cambridge; John Silvester, jun., Esq., B.A., Oxford; Frank Lockwood, Esq., B.A., Cambridge; Somers Bagshawe Fenwick, Esq., Fellow and Manger Whitefriars, Esq.; Philip Henry Lawrence, Esq.; Andrew Laidlay, Esq., M.A. and B.C.L., Oxford; Samuel Hall, Esq., M.A. Cambridge; Charles Edward Heley Chadwyck Healey, Esq.; Edmund Richard Gayer, Esq., B.A., Dublin; Walter Bishop Kingsford, M.A., Oxford; William Henry Bullock, Esq., B.A., Oxford; Arrakiel Peter Gasper, Esq.; and Thomas Watt Smyth, Esq., M.A., of the Queen's University in Ireland (Special Case).

MIDDLE TEMPLE.—Hiram Shaw Wilkinson, Esq., B.A., Queen's University, Ireland, holder of the studentship awarded by the Council of Legal Education, Michaelmas Term, 1871; James Dyer Trumlett, Esq., M.A., Sidney Sussex College, Cambridge, holder of the scholarship of honour awarded by the council of Legal Education, Trinity Term, 1871; James Simpson Carson, Esq., of Worcester College, Oxford; Esq., B.A., Oxford; Esq., B.A., Exeter College, Oxford; Arthur Greville Dowler, Esq.; Arthur Entwisle, Esq., M.A., Balliol College, Oxford; Alexander Wilmot Willms, Esq.; Bernard Charles Molley, Esq.; Frank Salford, Esq.; John Henry Boome, Esq.; George Peter Martin, Esq.; Edward Lewis Jeffreys, Esq.; Thomas William Carmalt Jones, B.A., Emmanuel College, Cambridge; and Pierre Ludovic François Lanyon, Esq.

INNER TEMPLE.—Philip Colley, Esq., B.A, London; Herbert Alexander Wix, Esq., LL.B., Cantab.; Alfred Hall, Esq., B.A., Oxford; B.A. Oxford; Charles John Howe, Esq., B.A., Cambridge; Reginald Godfrey Marsden, Esq., B.A., Cambridge; Esq., B.A., Oxford; Esq., B.A., Oxford; Charles Frederic Davison, Esq., B.A., Cambridge; John Edmund Linklater, Esq., B.A., Oxford; Esq., B.A., Cambridge; Esq., B.A., Oxford; Esq., B.A., Oxford; William Charles Gayner, Esq., M.A., Oxford; William Henry Thompson, Esq., B.A., Oxford; Esq., B.A., Cambridge; Rezaljodin Esq., B.A., Oxford; George Rodie Thompson, Esq., B.A., Cambridge; Walter Bradford Woodgate, Esq., B.A., Cambridge; Charles Hyett, Esq., B.A., Cambridge; Hungerford Tudor Bodham, Esq.; Clement Ireby Fisher, Esq.; Robert Morris, Esq., M.A., Cambridge; John Winterbotham Batten, Esq.; Tindal Arthur Pearson, Esq., B.A., Cambridge; Henry John Pattison, Esq.; and Charles Alexander Ellis, Esq.

GRAY'S-INN.—Edward Henry Hunt.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

VENDOR AND PURCHASER—DOUBTFUL TITLE WILL—GIFT TO TRUSTEE IN TRUST FOR AN UNMARRIED WOMAN.—A testator devised and bequeathed certain freehold, leasehold, and personal property, and his residuary real estate thereof he gave upon trust to pay to or permit his daughters, A. and L., to receive in equal shares for their respective lives, or during their joint lives, and their respective deaths upon trust to convey and assure, assign, pay, and transfer the whole thereof unto and equally between the respective husbands of them, his said daughters, to hold to them respectively, and their respective heirs, executors, administrators, and assigns, according to the several natures and qualities thereof respectively. Provided always that if either of his said daughters should happen to survive and outlive the said husband, and to be taken and enjoyed by her for her life in like manner as was thereinbefore directed with respect to the freehold property of her husband, the whole should devolve to, and should be conveyed and assured, assigned, and transferred to the husband of his said surviving daughter, as was thereinbefore directed with respect to her original share. After the testator's death, L. married, and her husband died in her lifetime, having by his will given to her all his interest under the testator's will. Subsequently, a portion of the freehold property devised by the testator on trust for L. and her husband, was put up for sale, and at the sale W. became the purchaser. He, afterwards, upon investigating the title, objected to complete his purchase, upon the ground that L. might marry again, and that if her second or any subsequent husband survived her, he would, under the will of the testator, be entitled to the property put up for sale. Thereupon, a bill for specific performance was filed against W. and he demurred to the bill for want of equity: Held, that, upon the true construction of the testator's will, the property given to the trustees upon trust for L. and her husband, vested in the first husband whom she married, subject to her life estate, and that this vested remainder passed under the husband's will to L.: Held, therefore (reversing the decision of Wickens, V.C., 24 L. T. Rep. N. S. 574), that the title was one which the court would compel the purchaser to accept: Held, also, that the word "unmarried" in the above gift over meant "without ever having been married": (*Radford* v. *Willis*, 25 L. T. Rep. N. S. 729. (L.J.)

WILL—DEVISE OF REALTY AND PERSONALTY TO TRUSTEES AND THEIR HEIRS—APPLICATION OF TRUST.—A testator gave, devised, and bequeathed all his stock-in-trade, household furniture, plate, linen, china, books, moneys standing to his credit in the banks, book debts, securities for moneys, policies of insurance, and all sums of money that might be received or recovered thereunder, and all other the estate and effects of which he should be possessed, and entitled to or interested in, at the time of his decease, and of whatever nature or kind, or wheresoever the same should be, and E. H., their heirs, executors, and administrators, according to the nature and quality thereof respectively, upon trusts and to the intents and purposes hereinafter mentioned: Held, that certain freehold and copyhold property of which the testator became possessed subsequently to the date of his will passed to the trustees, but with a resulting trust in favour of the the heir-at-law and customary heir of the testator (*Longley* v. *Longley*, 25 L. T. Rep. N. S. 736. M. R.)

WILL—GIFT ABSOLUTE AS FOR LIFE.—A testator by his will bequeathed to each of the persons thereinafter named, including his nieces, the sum, five or her own absolute use, 10,000*l.*, "except as hereinafter limited." After bequeathing certain annuities to three ladies, the testator directed that the legacies to his nieces were to be invested, and the interest therefrom, together with the annuities, were to be paid for their respective lives, and in case any one of the three annuitants, or either of his nieces, should become bankrupt or insolvent, or sell, assign, or dispose of the principal sum or interest bequeathed to her, then the same should cease and become part of his residuary estate as though she were dead. The husband of his married niece, whose legacy was to go to her children according to her appointment, and in default to them portion: Held, that the death of the married niece it was held, that she took the legacy for her life only, with remainder to her children as she should appoint, and in default to them equally, and that therefore her husband ought not, in respect of it, to take out administration to her. Where the Crown, being interested in respect of administration duty, consented to appear, the court decided the question between the Crown and subject on the petition: (*Re Ware's Trusts*, 25 L. T. Rep. 737. V.C. B.)

COMPANY LAW.

NOTES OF NEW DECISIONS.

SCRIP CERTIFICATES—SHAREHOLDER—RECTIFICATION OF REGISTERS.—Scrip for purposes of having the plaintiff's name removed from the register of shareholders of the defendant company. The prospectus of a railway company, issued after its incorporation, stated the capital to be 255,000*l.*, in 5100 provisional scrip certificates to bearer of 50*l.* each, 1*l.* to be paid on application and 2*l.* on allotment; and that on registration of the scrip, of which due notice would be given, the certificates for 50*l.* each would be exchanged for shares of 10*l.* each. The Act by which the company was incorporated enacted that no provisional scrip should be issued and no railway capital should be raised during the same, until not less than 20 per cent. on the nominal amount thereof should have been paid thereon. The plaintiff applied for scrip for 100 shares, but the directors registered them against his will, and put his name on the list of shareholders in respect of a corresponding number of shares. Held (affirming the decision of the Master of the Rolls, and following *Eustace* v. *The Dublin Trunk Connecting Railway Company* (18 L. T. Rep. N. S. 679; L. Rep. 6 Eq. 182), that the directors could not turn the plaintiff from a scripholder into a shareholder without his application and against his will, and that he was, therefore, entitled to have his name removed from the register of shareholders: (*McIl-*

wraith v. *The Dublin Trunk Railway Company*, 25 L. T. Rep. N. S. 776. Ld. Chan.)

Commonable Rights — Compensation. — Where the promoters of an undertaking acquire by in conveyance from the lord of the manor, the right the soil of any lands subject to any rights of common, but no effectual meeting is held for the appointment of a committee by the commoners, to agree with the promoters as to the amount of compensation for the extinguishment of their commonable rights; it is the duty of the promoters, and not of the commoners, to take the initiative in getting a surveyor appointed by justices, to determine the amount of compensation. Where the promoters fail to do so, and enter upon the land without payment or deposit of compensation to the commoners, whose rights of common are disturbed by the promoters, any such commoner may maintain an action against the promoters for the injury thereby sustained: (*Stoneham* v. *The London, &c., South Coast Railway*, 25 L. T. Rep. N. S. 788. Q. B.)

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

Principal and Agent—Undisclosed Principal—Contract by Telegram—Statute of Frauds.—Plaintiff having entered into a contract with one C., the brother of the defendant, for the sale of some hay, brought an action againt defendant for not accepting. The judge at the trial admitted letters and telegrams signed by C. as evidence against the defendant, and the jury found for the plaintiff: Held, that there was sufficient evidence of the authority, and that the two telegrams, of which one was signed in C.'s name, and in the other the name of defendant was not mentioned as buyer, together constituted a sufficient memorandum of the contract to satisfy the Statute of Frauds, on the ground that defendant might be treated as the undisclosed principal of C., who appeared on the telegrams to be liable as principal: (*McBlain* v. *Cross*, 25 L. T. Rep. N. S. 804. C. P.)

Auctioneers' implied Authority—Claim of Landlord — Passing of Property on Sale.—Two partners authorised an auctioneer to sell the effects of the partnership, and to hold the proceeds as stakeholder until they should join in directing him as to the disposition thereof. The sale took place under conditions, one of which was, "Each and all lots shall be taken to be delivered at the fall of the hammer, after which time they shall remain, and be at the exclusive risk of the purchaser, and the auctioneer shall not be called upon for compensation for any injury or loss sustained after that time." When the sale was over, but before the lots had been all removed, the landlord demanded rent from the auctioneer, who promised to pay it out of the proceeds of the sale, in order to avert the distress which the landlord threatened. Held, in an action by the partner, who was entitled, according to the joint direction of both of them, to the whole proceeds, against the stakeholder, that the property in the goods sold had passed to the purchasers at the time of the promise to pay the rent, and therefore the stakeholder was liable to the plaintiff for the amount he had so promised: (*Sweeting*, app. v. *Turner*, resp. 25 L. T. Rep. N. S. 796. (Q. B.)

COUNTY COURTS.

CHESTER COUNTY COURT.

(Before J. W. Harden, Esq., Judge.)

Harrison *v.* Booth.

This was an action of a somewhat singular character. At the Pentice Court held in April, Mr. Booth, who was then residing in Liverpool, sued Mr. Matthew Harrison on an I O U for 15*l.* odd, but a verdict was given for the defendant, one of the grounds of defence being that there had been a partnership between the two, in connection with which this I O U had been given. Mr. Harrison also pleaded a counter claim on another I O U of 3*l.* 10*s.* He now brought a suit in the County Court to recover the costs incurred in that action, about 11*l.*, and also the 3*l.* 10*s.* in question.

Marshall, who (instructed by Mr. Massey) appeared for the defendant, contended that as to the costs no action would lie in the County Court. It was perfectly true that as a general doctrine of law, an action would lie in one court upon the judgment of another court of competent jurisdiction; but even this would not apply except with many restrictions and limitations. Thus an action would not lie on a decree in equity (*Carpenter* v. *Thornton*), nor from an inferior to a superior common law tribunal (*Emerson* v. *Lashley*, 2 H. Bl.), nor upon a Country Court judgment (*Berkeley* v. *Elderkin*, 1 E. & B.). The Pentice court had its own machinery for carrying its judgments into execution, but of this the plaintiff had omitted to avail himself, by neglecting to take security for costs, under the 41st section of its rules, from Booth, who resided within its jurisdiction. The plaintiff now sought to atone for his own negligence by resorting to the process of another court, and so bringing action upon action, and needlessly increasing the costs against the defendant. If he had properly availed himself of the remedies given him by the Pentice Court, and they had proved defective, it might have been different, as in the case of a foreign court whose judgment it was sought to enforce in England; but he had not done so. If an action would not lie on the judgment of a County Court in a Superior Court, it seemed anomalous if the opposite rule should be good; besides it was extremely doubtful whether the costs alone, as severed from the judgment, would be a good cause of action. That was emphatically denied in *Emerson* v. *Lashley*, where it was said that "in actions brought in the Superior Courts, the costs became a duty only by being united with the judgment; but as to the conduct of the interlocutory proceedings, they are fit to be regulated by the authority of the court where they arise."

His Honour said the point was rather a nice one, and he would reserve it.

To the further claim of the plaintiff, on the I O U, the partnership was alleged as a defence.

His Honour said he was inclined to think that was a private transaction, but he would enter a formal verdict for the plaintiff on both points, with stay of execution until he had delivered judgment.

CLITHEROE COUNTY COURT.

Wednesday, Jan. 24.

(Before W. T. S. Daniel, Q C., Judge.)

Hancock *v.* Gowpeter.

Animals feræ naturæ—Trover—Base or qualified property—Trover for a ferret will not lie if possession be lost and abandoned.

Deane for plaintiff.

Baldwin for defendant.

This action was in trover for a ferret belonging to the plaintiff, in the possession of the defendant. The facts were these: On the 23rd April 1871 (Sunday), the plaintiff was the owner of a ferret, and he and three companions were in certain inclosed grounds, and used the ferret for the purpose of catching rats, as they alleged, rats being an article in considerable demand in Manchester and Liverpool for sporting purposes. When they were so using the ferret it was put into a hole in a bank, und they could not get it back, and at length left it. A few days afterwards a ferret was found at liberty straying about in lands in the occupation of one Hanson, at a considerable distance from the place where the plaintiff had lost his ferret. Hanson took possession of the ferret. There was no mark of ownership upon it, and he did not know, nor had any reason to suppose it belonged to the plaintiff. The defendant was the gamekeeper of a person who had the right of sporting over the land in Hanson's occupation, and it was his duty to preserve the game and destroy vermin. Hanson gave him the ferret, and he took and has kept it ever since. On the 29th April, the plaintiff having been informed that the defendant had in his possession a ferret which had been found by Hanson, asked the defendant to show it to him, which he did. The plaintiff identified it as the one he had lost on the 23rd, and demanded it from the defendant, and he refused to give it up, insisting that Hanson had a right to give it to him, whether it had been the plaintiff's or not, of which he knew nothing. Evidence was given as to the identity of the ferret which satisfied the court.

Badwin, for defendant, insisted that a ferret, being an animal *feræ naturæ*, could not be the subject of larceny (Russ & Ry. C.C. 350.) There was no property in it, at all events after the possession was lost.

Deane, for the plaintiff, insisted that ferrets, being saleable and articles of merchandise, were objects of property, and trover would lie for them, and that property was not lost by loss of possession if they could be identified, and here the ferret was identified.

His Honour, referring to 2 Bl. Com. p. 392, observed, that the property in animals, *feræ naturæ*, is of a base or qualified nature. They are no longer the property of a man than while they are confined in his keeping or actual possession; but if at any time they regain their natural liberty his property instantly ceases, unless they have *animum revertendi*, which is only to be known by their usual custom of returning, as hawks or pigeons, or deer chased out of a park. But Blackstone adds, "if these stray without my knowledge, and do not return in the usual manner, it is then lawful for any stranger to take them." Applying the law thus laid down to this case, his Honour said, I am of opinion that when the plaintiff, on the 23rd April, lost his ferret and abandoned all pursuit of it, and left to go wherever and do whatever its wild nature would lead it, he lost all property in it. He was not responsible for any injury it might do, and Hanson, when he found it, might lawfully kill, keep, or dispose of it. Thus at large on his land, without any known or visible owner, it was as much vermin as a weasel or polecat; and in giving to the defendant, it became as much his property, while in his possession and kept and fed by him, as it was the property of the plaintiff while in his possession and kept and fed by him. *Judgment for the defendant.*

COLNE COUNTY COURT.

(Before W. T. S. Daniel, Q.C., Judge.)

Thursday, Jan. 18.

Lord *v.* Haigh and another.

*Promissory note—Agreement—Stamp—*Leeds *v.* Lancashire (2 *Camp.* 205), Cholmely *v.* Darby (14 *M. & W.* 344), *applied.*

Francis Hartley, Burnley, for plaintiff.

Nowell, Burnley, for defendants.

This action was by payee against four persons as makers of a joint and several promissory note for 52*l.* and interest at 5 per cent., payable on demand. The sum sought to be recovered was 12*l.* 8*s.* 7*d.* The plaintiff was the treasurer of a loan society; two of the payees were principals, and two were sureties, though on the face of the note all appeared to be principals. The note was for payment of the 52*l.* and interest on demand, or until the whole principal be repaid. The money had been lent on the terms of repayment being made by certain monthly instalments, extending over a period of forty-eight months from the date of the note, with a penalty or fine, a farthing per pound for each monthly payment that was not duly paid made. These terms were contained in certain rules of the loan society. It was not a registered society, but it was by the application of these rules to the note that the amount sought to be recovered was ascertained.

Nowell, on behalf of the sureties, objected, first, that the agreement proposed to be proved raised the contract arising on the note, which was to pay on demand; whereas, according to that agreement, the principal money was not recoverable so long as the monthly instalments were paid, and in effect time was therefore given to the principal in violation of the contract for which the sureties were bound.

Hartley, in answer, stated he should prove that the sureties were aware of the terms on which the money was lent, and that the terms of the note, until the whole principal sum be repaid, had reference to the rules and the effect of them.

It was then objected on behalf of the sureties that without admitting the fact that they knew of the terms of the loan, the action must be considered as having been brought on the note and the rules together, and that the rules, as embodying an agreement, could not be received unless they were stamped as an agreement; and

His Honour, after considering the case, held, on the authority of *Leeds* v. *Lancashire* (2 Camp. 205), and *Cholmeley* v. *Darby* (14 M. & W. 334), that the agreement was a necessary part of the plaintiff's case, and not being stamped the rules could not be received in evidence, and he must be nonsuited.

DONCASTER COUNTY COURT.

(Before J. C. Hannay, Esq., Deputy Judge.)

Duke *v.* Senior.

Friendly society—Registration of rules—New trial.

Bescoby, of Retford, applied for a new trial in the case of *Duke* v. *Senior*, heard at the last court, when judgment was given against Senior, as president of the Union Sick Gift Society, held at Askern.

Palmer here interrupted Mr Bescoby, saying that he objected to the application altogether, on the ground that immediately after the decision the last court day the advocate then appearing for the defendant applied for a new trial on the very ground that was going to be argued to-day (that the rules of the society were not registered), that his Honour refused the application, and that the judge, having once refused to grant a new trial, he had no further power to entertain the case.

Here a warm discussion took place between *Bescoby* and *Palmer*, the former wishing to make his application and the latter objecting.

His Honour at length said he should like to hear one gentleman at a time.

Palmer said he had a right to oppose the application, but *Bescoby* replied that this must be at the proper time.

Bescoby then made his application, quoting the case of *Smith* v. *Pryor*, and contending that where the rules of a society have not been enrolled (as in this case), and not certified, then, in the meaning of the Act, it was not a friendly society at all, and his Honour had no jurisdiction.

Palmer again opposed the application, quoting the case of the *Great Northern Railway Company* v. *Mossop* (25 L. J.) in support of his argument.

His Honour said that the mistake had all arisen

from Mr. Shirley not being in court. Had he been in court, he would have told him that the rules had not been registered.

Palmer replied that Mr. Shirley would not know anything about it. Mr. Shirley was not the registrar referred to in the Act; it was the registrar under the Friendly Society's Act that was referred to.

His Honour said that had he have understood at the last court that the rules had not been enrolled, it would have altered the case altogether.

Pengam (who defended Senior at the last court) said he took the same objection then that Mr. Bescoby was taking now, and after the decision of the case he applied for a new trial on the very same grounds that Mr. Bescoby was applying now.

His Honour here said that he was convinced that he had no jurisdiction, and he should grant a new trial. At the request of Mr. Palmer, he made a note of his objections.

Palmer then took another objection—that his Honour having no jurisdiction in the case, could not grant any new trial.

After a deal of discussion, His Honour again decided to grant a new trial, and agreed to stay execution, though, he added, "I may be wrong after all."

BANKRUPTCY LAW.

TREASURY NOTICE.

The following notice has been issued:—

Treasury, Jan. 29, 1872.

Dear Sir,—Finding it to be a growing practice for the attorney of a debtor who petitions under sects. 125 & 126 of the Bankruptcy Act 1869, Rule 232, to print or write his name or the name of some other person, in the form of a proxy attached to Form 109, I would suggest that such a practice should be stopped, and that you should refuse to receive any notices under Rule 236, in which there is any addition made to the form of proxy attached to Form 109 in the Schedule of forms annexed to the Queen's printer's copy of "The Bankruptcy Rules 1870."—I am, dear Sir, yours truly,

HENRY NICOL.

The Registrar of the County Court

BURNLEY COUNTY COURT.

Thursday, Jan. 25.

(Before W. T. S. Daniel, Q.C., Judge.)

Ex parte Haigh and Spencer.

Bankruptcy—Liquidation by arrangement—Registration of resolution by one creditor—Effect of meeting of creditors under 10*l.—Conflicting decisions of Mr. Serjt. Wheeler and Mr. Serjt. Tindal Atkinson considered. The decision of Mr. Serjt. Wheeler followed.*

Backhouse (Backhouse and Whittem, Burnley, solicitors) applied to his Honour to review the decision of the registrar, who had refused to register two sets of resolutions affecting the separate estates of the two debtors, on the ground that they had not been passed by the requisite statutory majority. The debtors, Haigh and Spencer, had carried on business in partnership together as builders, and, being in difficulties, they presented a joint petition for liquidation, and filed lists of their joint and separate creditors. Meetings of the three classes of creditors were duly held, and at each meeting resolutions were passed unanimously for winding-up by liquidation and not in bankruptcy. At the meeting of the joint creditors there were several creditors above 10*l.*, and the resolutions of the business in partnership were registered. At each of the two meetings of the separate creditors of the debtors more than three creditors attended, but all the creditors were for less than 10*l.*, and the votes were unanimous. The registrar had before him the decision of Mr. Serjt. Wheeler, at Liverpool (*Re Fawcett*), and also the Law Times, 11th June 1870), and that of Mr. Serjt. Tindal Atkinson (*Re Hughes*, Law Times, 20th Dec. 1871), and finding those decisions expressly to conflict, declined to register, in order that the matter might be brought before the court.

Backhouse relied on *Re Fawcett*, and argued that, having regard to rule 93, if the meeting was unanimous, the question of majorities, and how they should be computed, did not arise. To hold otherwise would make it impossible for a debtor whose debts, though numerous, were under 10*l.*, to effect either a fair composition or a prudent liquidation.

His Honour.—The Act has not prescribed any minimum either of indebtedness or of estate, and the rules don't provide specifically for the vote of the creditors being unanimous; they assume there will be a difference of opinion among the creditors, and provide against the mischief pointed out by Serjt. Tindal Atkinson of large creditors being outvoted by small ones.

Backhouse urged the hardship of the case in the particular instance where there was unanimity among all classes of creditors, and the resolutions of the joint creditors was registered through the accident of their being creditors above 10*l.*, and the resolutions of the separate creditors were not registered, through the accident of their only being creditors under 10*l.*

His Honour expressed his regret that there should be no easier mode of reconciling differences of opinion among the County Court judges upon such a point as this than by an appeal; and as this question would only arise in small cases, it was hardly to be expected that anybody would be found to incur the inevitable cost. It was very unpleasant to differ from any judge of co-ordinate authority, but in this case the plaintiff was bound to act in accordance with the view taken by Mr. Serjt. Wheeler and to direct the resolution to be registered; particularly as this course was in accordance with a direction he had given at Bradford, in a case which occurred there shortly after the Act came into operation. In that case the first meeting was attended by three creditors, two large creditors and one creditor under 10*l.* They, by unanimous vote, passed a resolution accepting a composition of 10*s.* in the pound. The second meeting, to confirm this resolution, was duly held and four creditors attended, and by an unanimous vote confirmed the vote of the former meeting, the same three creditors attending, the fourth however being a creditor under 10*l.* On presenting these resolution for registration, the registrar, looking at the form which had been issued Mr. Serjt. Tindal Atkinson, struck out the creditors under 10*l.* from the computation of the number voting, leaving only the two creditors above 10*l.*; who, as the meeting consisted of four, were not a majority within the letter of the rule and form, and thus the presence of the three under 10*l.* at the meeting was unnecessary, and who came to support the resolution, would have the effect of defeating it. This was such a matter of *discretion*, that to avoid defeating an arrangement which his Honour stated he was satisfied was beneficial and made *uberrimæ fidei*, to the satisfaction of the creditors of the resolutions, making the unanimous vote of a duly considered meeting as dispensing with the special provisions of the rule. His Honour however added that, though the act was as applicable to small estates as to large, the rules are not so specifically applicable, and if the case was brought before the Chief Justice on appeal, his consideration might be drawn to the expediency either of some modification, a better definition of the rules, or an authoritative exposition of their meaning and effect, so as to avoid the inconveniences to suitors and the Profession by there being one law at Bradford and another at Halifax, one law for large estates, and another for small; but being both within the ambit of legal protection by properly adapted rules.

LEEDS COUNTY COURT.

Wednesday, Jan. 17, 1872.

(Before Mr. Marshall, Registrar, Delegate, &c.)

Re Holdsworth *ex parte* Clough.

Bankruptcy Act 1861, *ss.* 194, 197—*Jurisdiction of the court.*

The facts of this case are briefly stated in the report of the appeal by the trustees under the deeds of inspectorship and assignment to the Lords Justices, given in 20 L. T. Rep. N. S. 646.

The matter having been remitted back to the Leeds County Court, came on for re-hearing on the 10th inst.

Simpson, solicitor, appearing for the trustees.

Bond, solicitor for the debtors.

His Honour, in delivering judgment, stated:—It appeared that Holdsworth, Ingham, being in difficulties, executed a deed of inspectorship on the 25th Aug. 1868, whereby it was provided that the trustees should have power to sell certain inspectors, Messrs. Ingham covenanting with regard to the disposal of all moneys arising from the realization of the estate, and the trustees, with the exception of certain sums therein named, including the payment to John and Henry Ingham of 40*l.* each per month. In pursuance of the terms of this deed, the business was carried on for about a year and a half; but shortly before the expiration of that period it was proposed to sell the estate, which had paid 10*s.* in the pound to the creditors, was inadequate to pay the remainder. Upon that, a meeting of creditors was held, and it was decided to call for an assignment, for which provision was made in the deed of inspectorship, and that assignment was executed on the 14th March 1870. Shortly afterwards, it was discovered that the Messrs. Ingham had drawn not only the 40*l.* per month to which they were entitled, but further sums, amounting in the case of John Ingham to 245*l.* 12*s.* 6*d.*, and in the case of Henry Ingham to 158*l.* 11*s.* 8*d.* Under these circumstances, the trustees asked the court for an order that the Messrs. Ingham should pay back the sums so overdrawn. Mr. Bond, on behalf of the debtors, raised several objections, viz., that the trustees had no proof that the deed of inspectorship was assented to by the requisite majority in number and value; that the clause providing for the payment to the creditors of 10*l.* in full made it invalid; that the deed of assignment was unequal, and therefore invalid; that the inspectorship deed provided for an assignment and for a release, that there was an assignment and a release, and that the debtors could set up this assignment and release against the claim; that there was no concealment of the money being overdrawn, and that the trustees expressly or by their conduct assented to it; and that, assuming that the sums were overdrawn, John Ingham was, for various reasons, entitled to make a deduction of certain sums mentioned. As to the first objection, the registrar (Mr. Marshall) was of opinion that, under the circumstances of the case, it was not necessary for the trustees to show that the requisite majority in number and value had assented to the deed. As to the second objection he took it that as the Court of Chancery had decided the point he was precluded from saying anything further with regard to it. Then with regard to the alleged inequality of the deed of assignment, it was perfectly immaterial, because the inspectors claimed not under the deed of assignment, but under the deed of inspectorship. As to the objection that the inspectorship deed provided for an assignment and a release, and that the debtors did assign and get their release, he thought a conclusive answer was furnished to that by one of the clauses which he had read. As to the other objections, they obviously depended upon the merits of the case, which, after reviewing, he (the registrar) came to the conclusion that the trustees were not aware that those moneys were overdrawn. But the whole case he was in favour of the application of the trustees, and an order would be made to that effect, subject to a reduction in accordance with regard to two of the items which John Ingham claimed he was entitled to deduct.

Expenses applied for the costs of the motion, which were granted.

LEGAL NEWS.

Chief Justice Monahan.—The Dublin *Evening Post* states, that Chief Justice Monahan is seriously indisposed.

Mr. James Shansfeld, who for thirty years was Judge of the Halifax County Court, a position from which he retired only in September last, died on Monday last. An obituary notice will appear next week.

Calls to the Bar.—The undermentioned gentlemen were on Tuesday called to the Bar by the Hon. Society of the Inner Temple, viz.:—Mr. Hassard Hume Dodgson, one of the masters of the Court of Common Pleas; and Mr. William Henry Mason, B.A. Camb.

Mr. Serjeant O'Brien of the Midland Circuit has been appointed by the Home Secretary to the Recordership of Lincoln in the place of the late Hon. G. C. Vernon. The learned serjeant was called to the Bar by the Hon. Society of Lincoln's inn in 1842, and raised to the rank of Serjeant-at-law by Lord Westbury in 1862.

Sale of the Grosvenor Mansions.—The large building known as the Grosvenor Mansions, situate in Victoria-street Westminster, let out in suite in thirty-seven chambers, producing a rental of about 3000*l.* per annum, was sold by auction by Messrs. Chinnock, Galsworthy, and Chinnock, on the 25th inst., and realised the sum of 49,500*l.*

Judicial Brevity.—In a claim which came before the Lords Justices, on appeal from the Rolls, relating to winding-up out of the winding-up of the National Assurance and Investment Association, James, L.J. delivered the following judgment:—"Unless I am ordered to do so by the House of Lords, or some other competent tribunal, I shall refuse to hear an appeal for 10 years."—Mellish, L.J., who said nothing, was understood to concur in that judgment.

New Queen's Counsel.—The following barristers have been raised to the dignity of Queen's Counsel:—T. C. Renshaw, Leofric Temple, Charles W. Wood, Æneas McIntyre, William J. Bevill, Q.C., Bristowe, M.P., John Rigby, J. B. Torr, Nathaniel Lindley, J. Napier Higgins, Thomas H. Fischer, James Kemplay, Theodore Aston, A. C. Miller, Edward Marshall, Farrer Herschell, Esqrs. Mr. Serjeant Sargood to have a patent of precedence next after S. Pope, Esq., Q.C.

Mayfair Market.—Mr. Ernest Hart proposed a resolution at a meeting of the Metropolitan Counties Branch of the British Medical Association last night, "That, for its object the discontinuance of the practice of empanneling an unskilled jury of matrons in certain cases. The motion was adopted. Dr. Gibbons, who seconded it, remarked that he felt the country was positively humiliated by the position in which it had been placed by what occurred at the trial of Christiana Edmunds.

A New Point of Practice.—Vice-Chancellor Malins had before him on Wednesday an application by Mr. P. B. Abraham, in a suit by a creditor for the administration of the estate of an intestate.

But to lend my name as their agent, I have never consented. On the contrary, I have set my face against not only the encroachments of these gentlemen on the province of attorneys, but those far more insidious and dangerous classes—the more dangerous because they move in a higher sphere—the auctioneer, valuer, and house agent. I have dilated somewhat at length on the conclusions to be drawn from your remarks; but the gravity of the insinuation against the character of one whose professional conduct during a practice extending over thirty-five years, not the hint or suspicion has ever been breathed, renders it necessary that I should place myself right with your readers and my professional brethren.

CHARLES LAMB.

14, Ship-street, Brighton, Jan. 30, 1872.

NOTES AND QUERIES ON POINTS OF PRACTICE.

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

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

Queries.

87. LANDLORD AND TENANT.—Effect of wording in a lease, is, tenant in giving notice of damage by rabbits is to receive compensation, if landlord will not grant him permission to kill them as vermin: (a) Tenant gives notice when no damage is done and landlord disregards it. Will that notice hold good for damage subsequent to the seven days, or must tenant give a fresh one?: (2) If landlord give permission to "kill," the word used in the lease—(a) can he restrict the permission to the tenant only?—(b) Can he by power of attorney to the tenant from employing anyone obnoxious to himself (the landlord)?—(c) Can he forbid a gun to be used in the killing? References and cases will oblige. I. B.

88. LEASE.—I shall be glad if some of your readers will give me their opinion upon the following query. A, in Jan. 1870, executed a legal mortgage of his real estate, at Downham, to secure a sum of money. In Feb. following, he granted a lease of a portion of the land included in the mortgage to B, for a term of seven years. The mortgagee did not concur. In July 1871 A filed a petition for liquidation, under sect. 125 of the Bankruptcy Act, 1869, under which a trustee was appointed, who sold the real estate, subject to the mortgage to C, by public auction. B is now very desirous of getting rid of B, and has served him with a notice to quit. Now, it is clear that from the cases *Doe d. Burney* v. *Atkins* (2 Cro. & Jarv. 255), *Whitton* v. *Peacock* (2 Bing. N. C. 411), *Green* v. *James* (6 Mee. & Wels. 656), *Doe d. Lord Ashton* v. *Thompson* (9 B. & C. 209), that such a lease would be invalid against any person possessing the legal estate; but B contends that A, being in possession, and having acquired no greater interest in the property —the equity of redemption—than that possessed by A at the time he granted the lease, would by it, as it declines to give up possession until the end of his term. Has C, in his present position, any remedy against B? Is C bound by the lease? References to modern cases on the subject will oblige. HENRY STANLEY.

89. LANDLORD AND TENANT.—(1) Landlord reserves right of shooting and sporting, and in the lease is not to allow any waste or spoil on the premises. Tenant takes, and allows dogs to be worried by the right which drives off the game. Is there any remedy, and what, for landlord? (2) Can landlord on above reservation disallow tenant to carry a gun over the fields, when not for purpose of scaring rooks and such like vermin?

M. G.

90. COPYHOLDS.—I shall be glad to know the opinion of any of your correspondents, who may be familiar with copyhold practice, whether, in the case of a surrender and admittance comprising copyholds, it is usual for the trustees of the settlement to be admitted. Theyre tied, I would appear to be right in so doing, but the practice there would seem to be a difference of opinion.

NEMO.

Answers.

(Q. 77.) LANDLORD AND TENANT.—It would seem that in the absence of an agreement a weekly tenancy requires no notice to determine it: *Doe d. Rigge* v. *Williams*, Bangor County Court, C. C. Chron. July 1870, and *Burnett* v. *Masters*, Croydon County Court, C. C. Chron. Feb. 1871.), otherwise I should have thought that rent was payable up to the day of the week of taking next after the expiration of a week's notice.—J. E. P.

—I find at p. 392 of the last edition of Smith's Manual of Common Law, that a tenancy by tenancy is from week to week, a week's notice is in general necessary by custom or usage, and the notice must expire at the end of the current term of the tenancy, unless in the instance given by "Cantab," the notice would not expire until the following Monday, and the landlord could undoubtedly claim rent up to that day. And in Addison on Contracts, 5th edit., p. 357, reference is made to the case of *Doe* v. *Scott*, where a notice to a weekly tenant whose tenancy commenced on Wednesday did not expire on Friday, provided his tenancy commenced on Friday, or otherwise at the end of his tenancy next after one week from the date thereof, was held to be a good notice to determine the tenancy at the expiration of a week from the subsequent Wednesday, showing clearly that what I have quoted from Mr. Smith's little book is good law. P. W. F.

LAW SOCIETIES.

NORWICH LAW STUDENTS' SOCIETY.

AN ordinary meeting of this society was held on Wednesday, the 17th ult., when the following question was debated: "Should marriage with a deceased wife's sister be legalised?" Mr. G. B. Meachen, who opened the debate, contended that it should, and, after a protracted discussion, the question was so decided by a considerable majority.

HULL LAW STUDENTS' SOCIETY.

A MEETING of this society was held on Tuesday evening last, in the Law Library, Parliament-street, H. Sharp, Esq., solicitor, in the chair. The point for discussion was, "Was the case of *Mabin* v. *Wilkinson* (29 L. T. Rep. N. S. 202) rightly decided?" Mr. A. Wray and Mr. Jackson supported in the affirmative, and Mr. J. T. Woodhouse and Mr. Glover argued in the negative. After an animated discussion the point was decided in the affirmative.

THE BIRMINGHAM LAW STUDENTS' SOCIETY.

THE annual meeting and dinner of the members of the above Society took place in the Hen and Chickens Hotel on Jan. 17. The chair was occupied by Mr. A. R. Adams, recorder of Birmingham, and Mr. T. Martineau officiated as vice-chairman. There were also present. Messrs. T. C. S. Kynnersley (stipendiary), Rosher, G. J. Johnson, T. Horton, J. B. Clarke, R. Webb, H. W. Stanbury (secretary), &c.

After the removal of the cloth, the Chairman proposed the "Health of the Queen, the Prince and Princess of Wales, and the rest of the Royal family." The toast was received with great enthusiasm.

The Vice-Chairman then proposed the next toast—"The Bench and the Bar."

The Chairman briefly responded to the toast, saying it was matter of great gratification to him to have been asked to preside at the annual meeting of the Birmingham Law Students' Society, and that the day he suggested as convenient to himself should have been found also convenient to a number of gentlemen connected with the law around him. With regard to the eulogy which had just been pronounced upon the English Bench, he had, practically speaking, much to say on it. The Bench ought always to consist exclusively of the judges of the Supreme Courts; and he concurred in all that had been said about the honour, integrity, and independence they had ever exhibited since they were rendered independent of the Crown. The Bench, as it now stood, was, as it were, an offshoot of the Bench. He presided in the Crown Court, and was entrusted with a certain number of small cases, and in that half way between those which were decided upon by his friend on the right (Mr. Kynnersley) and those which were disposed of by the Bench of England. He had tried to do justice, and he hoped his decisions had not been much quarrelled with. In a town where there were three daily papers, they must expect to have their decisions questioned from time to time. He knew that when he sometimes overstepped the mark, they were very ready to tell him so, which he accepted in the chastisement and he promised to try and behave better in future. He hoped he had succeeded in administering justice fairly in Moor-street. He hoped also some day to be able to remove to a place more worthy of Birmingham, but he was afraid that the youngest gentleman in the room before him with the darkest hair, would become as grey as himself before that day arrived. They must live in hope not only of that day, but of the arrival of the time when the jurisdiction of certain matters would be brought nearer home, and that the judges would administer justice in this town instead of troubling persons to go to Warwick to have their causes tried. It did hope twelve months ago that a gentleman should have been able to look forward at no distant day to the formation of great central courts, but since then a change had come over the spirit of his dreaming, and he doubted whether any of them would ever see a consummation of their hopes in that respect. He would conclude by expressing his hope that that his successors might always receive the same treatment at the hands of the Profession as he had done.

Mr. Rosher briefly returned thanks for the Bar, saying it gave him great pleasure to see a number of law students around him, as he felt assured that they would hereafter adorn whichever branch of the Profession they might select.

The Secretary then read the annual report, of which the following are extracts:—

"The society consisted of 154 honorary members and of forty-three ordinary members, against thirty-seven last year, fourteen new members having been elected, and eight having passed into the rank of solicitors. There had been twenty debates during the past year, sixteen on legal points relating to negligence hotel keepers, executorship, stoppage *in transitu*, wife's separate estate, husband and wife, descent, tenant by the courtesy of England, joint-stock companies, principal and agent, fixtures, &c.; and four on jurisprudential subjects, viz., our system of procedure in criminal trials; the expediency of the property of an intestate, who leaves none but remote heirs or next of kin, going to the state; the desirability of the legal profession being thrown open to women; the abolition of legislation by hereditary peers. There had been an attendance of ten per night. The library had been augmented during the past year by the purchase of the following works, namely: Prideaux's Precedents and Dissertations in Conveyancing, Translation of Ortolan's History of the Roman Law, Tomkins and Jenkins' Modern Roman Law, Elphinstone's Lectures on Conveyancing, and the last editions of Addison on Torts, Smith on Contracts, Smith on Landlord and Tenant, Smith's Manual of Equity, and Hunter's Suit of Equity. Six years having elapsed since the catalogue was printed, the committee recommended that they be instructed to prepare another edition. The treasurer's account showed a balance in hand of 11*l.* 6*s.* 10*d.* Changes had also taken place in the offices of treasurer, secretary, and librarian, which are now respectively held by Mr. Wm. Hart, Stanbury, and Mr. Canning. The committee recorded their indebtedness to Mr. G. J. Johnson for his lecture on "The nature of the distinction between leases and agreements for leases,' delivered on the 7th Nov. They also expressed satisfaction at the efforts made by the law societies in other parts of the country to raise the general tone of the Profession, and the recognition by the highest dignitaries of the law of the importance of sound and methodical legal education; and hoped that this society, formed to improve the status of the articled clerk, might continue to increase in the study of the law, might continue to receive the hearty support both of law students and the older members of the Profession."

The Chairman said it was usual for the gentleman who presided on these festive occasions to read a written address, but he thought throughout the advantages that accrued to the Profession at large from the establishment of the Law Students' Society were so manifest. He would, therefore, such an intolerably bad hand that he shrank from committing his thoughts to paper as often as possible, and to get over the difficulty he would read as himself if they would kindly allow him to follow entirely the best of his own mind. On looking round the room, he was pleased to perceive the kind difference that existed between the profession of the law as now practised and what it was in former times. He could look back to the period from time to time of an attorney jogging along on a lean-backed horse, carrying a big-tailed wig on his head. He was the sprat and jeer of the district. Then great satirists, Mr. Canning, in the well-known poem called "The Anti-Jacobin," managed to bring in all the three professions in these lines:

Was it the squire for killing of his game,
Or corn-law parsons for his tithes exclaiming,
Or roguish lawyer who made you lose your little,
All in a lawsuit?

How now all this was changed, and they found that in every town and in every class of society in England, solicitors and attorneys—he knew no distinction—were generally respected by all, and were elected to every municipal and other office which they were calculated to fill. Only in the year of our Parliament 1870 was it passed enabling practising solicitors to become magistrates. He hoped now that some little knowledge of the law might not be considered an undesirable acquisition to the judicial bench. The education of law students was very much superior to that of many of the men of their predecessors, and the schools of the present day were much more fitted to bring out the capabilities of their pupils than the system of the last century. They were all now submitted to a compulsory examination, without which they could not enter their profession. This examination had not been extended to the higher branch. He wished to point out to them the very important position they would fill if they did their duty, and to what a high place they would rise if they endeavoured conscientiously to deserve it. No great business of mankind was now carried on without the advice of an attorney. If any one made money and wished to buy land or other property, if his daughter was about to be married, his property and his welfare of her children to be secured, if he had his will to make, an attorney must be called in. No man, be he ever so clever, would do wisely if he acted as his own lawyer; and he ventured to say that the greatest friend of the legal profession was the book called "Every Man his own Lawyer." He earnestly exhorted them all to be earnest in their studies, and to think nothing beneath them. Let them not pass over any cases as unimportant;

for they must remember that some of the greatest principles of the law had been enunciated out of the most apparently trumpery cases that had come before the judges. Unless they were diligent they would never know the law. The law did not permit half service; they must thoroughly study it from the top of the tree down to the very root, or they would never be competent to advise the persons who must necessarily come to them. They must remember, too, that principles were of more importance than particular cases. A man might read a thousand cases and know nothing of the law, while another, who had read only half a dozen, and worked out the principles involved in them, would know far more about the law than those who had read more and studied less. It was certain that no cases presented precisely the same facts; and if a solicitor, on being consulted about a case, tried to find in his library the one that was nearest to it, he would be pursuing the wrong course. A wise and prudent man having got out all the facts, would apply to them the principles of law which were engrained in him, and would then be able to advise his client fairly, legitimately, and honestly. As students, and as members of the Profession, they could not be too diligent and punctual in attending to their duties if they wished to earn the confidence of their clients. The chairman concluded by enlarging upon the importance of the object for which these and other kindred societies were established, namely, to raise the general tone of the Profession. He hoped that each member of this society would make that the object of his individual study. A great move was going on in London, by which the study of the law would be placed on a much better footing than it was at present. At present compulsory examination was confined to the lower branches, while for barristers and advocates there was really no examination at all. He was certain that would not long exist, and whether or not a university would be established for both branches of the Profession he could not say, but it was evident that efforts would be made for the imparting of a more extensive knowledge of the law and its principles by all branches of the Profession, so that it would become greatly raised in the estimation of their neighbours.

Mr. Kynnersley proposed "The Attorneys and Solicitors of Birmingham," saying he should be ungrateful, after the kindness he had received during his connection with Birmingham, if he did not take the deepest possible interest in the members of that profession. He cordially sympathised with the wish of the Recorder that the courts would soon be transplanted into a more genial region, as the present court in Moor-street was almost intolerable. Owing to the construction of the place, and the heat which there was when it was crowded, it was one of the most abominable holes on the face of the earth; and when it was comparatively empty the echo was dreadful, and it was almost impossible to hear.

Mr. G. J. Johnson, in responding, said he thought that, with few exceptions, the attorneys of Birmingham would compare favourably with those of any former time, or of other towns in England. He enlarged upon the importance of the students acquiring a thorough knowledge of the Profession, in enabling them to transact business creditably to themselves and with satisfaction to their clients.

Mr. W. Johnson gave the "Birmingham Law Society," and Mr. C. T. Sanders responded.

Mr. Van Wart having read the balance-sheet,

The Chairman proposed "Success to the Birmingham Law Students' Society," in which he expressed astonishment at the fact of its containing only forty members. He hoped that everyone in that room would do his best to add to that number, as he was assured that by rubbing their shoulders one against the other they would rub off those asperities which some young men possessed, their ideas would be ventilated, contracted, thwarted, or supported, and they would be training for their future duties—(applause).

Mr. Baker responded to the toast.

A vote of thanks to the chairman, which he acknowledged, closed the proceedings.

The scrutineers announced that the following had been elected on the committee:—Honorary: Messrs. T. G. Lee, J. B. Clarke, and E. B. Rawlings. Ordinary: Messrs. W. Johnson, A. Canning, A. Van Wart, H. W. Stanbury, G. W. Hickman, and G. G. Horton.

LEGAL OBITUARY.

R. ST. G. MAYNE, ESQ.

The late Robert St. George Mayne, Esq., barrister-at-law, who died at his residence, 9, Belvidere-place, Dublin, on the 29th Dec., in the sixty-first year of his age, was the eldest son of the late Sedborough Mayne, Esq., formerly assistant barrister for the county of Cavan. He was born in the year 1810, and was called to the Irish Bar in Easter Term, 1837.

W. L. CUFFE, ESQ.

The late William L. Cuffe, Esq., barrister-at-law, who died at Florence, from an attack of diphtheria, on the 11th Jan., was the youngest son of the late T. L. Cuffe, Esq., of Kilduff, King's County. He was called to the Bar by the Honourable Society of the Middle Temple in May 1852, and practised for many years at the Essex, Hertford, Chelmsford, and St. Alban's Sessions.

J. MASON, ESQ.

The late Joseph Mason, Esq., solicitor, of Waterloo, Liverpool, who died at the residence of his sister, Mrs. Simpson, at Dellawoodie, Dumfriesshire, on the 29th Dec., was born at Lincoln in the year 1795, and had consequently attained the age of seventy-six. He was the father of the legal profession in Liverpool, where he had carried on a respectable and extensive practice for upwards of half a century. He was admitted a solicitor in Hilary Term 1818, and the following year settled in Liverpool, where his long and honourable career gained for him the confidence of his fellow practitioners, as well as the esteem of a numerous body of clients. Mr. Mason at one time took an active part in municipal matters, and was the representative of St. Anne's Ward, Liverpool, of which he was long a resident. He was also clerk of the local board of Waterloo, but relinquished the post through the infirmity of age. The deceased gentleman, whose loss will be felt by a large circle of friends and acquaintances, lived and died unmarried. His remains were interred at Holywood, Dumfriesshire.

PROMOTIONS & APPOINTMENTS.

[N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.]

The Lord High Chancellor has appointed Mr. W. W. Gwillim and Mr. H. E. Paine, of Chertsey, Surrey, Commissioners to administer oaths in Chancery in England.

The Right Hon. Sir William Bovill, Knight, Lord Chief Justice of Her Majesty's Court of Common Pleas, has appointed Mr. W. W. Gwillim and Mr. H. E. Paine, of Chertsey, Surrey, to be Perpetual Commissioners for taking the acknowledgment of Deeds to be executed by married Women under the Act passed for the Abolition of Fines and Recoveries, and for the substitution of more simple Modes of Assurance.

THE COURTS & COURT PAPERS.

THE SPRING CIRCUITS.

The following is a complete and revised list of the Spring Circuits of the Judges:—

HOME.

(The Lord Chief Justice of England and Lord Chief Justice Bovill.)

Hertford, March 4	Lewes, March 18
Chelmsford, March 7	Kingston, March 25
Maidstone, March 11	

WESTERN.

(Baron Martin and Baron Bramwell.)

Devizes, Feb. 28	Bodmin, March 19
Winchester, March 2	Taunton, March 22
Dorchester, March 8	Bristol, March 28
Exeter, March 12	

NORFOLK.

(Lord Chief Baron Kelly and Mr. Justice Blackburn.)

Oakham, Feb. 28	Huntingdon, March 14
Leicester, Feb. 29	Cambridge, March 16
Northampton, March 4	Norwich, March 21
Aylesbury, March 7	Ipswich, March 27
Bedford, March 11	

OXFORD.

(Mr. Justice Byles and Baron Cleasby.)

Reading, Feb. 26	Shrewsbury, March 18
Oxford, Feb. 29	Hereford, March 25
Worcester (and City), March 5	Monmouth, March 30
Stafford, March 11	Gloucester (and City) April 4

MIDLAND.

(Mr. Justice Keating and Mr. Justice Quain.)

Warwick, Feb. 24	Lincoln, March 11
Derby, March 1	York, March 16
Nottingham, March 6	Leeds, March 21

NORTHERN.

(Mr. Justice Mellor and Mr. Justice Lush.)

Appleby, Feb. 16	Lancaster, March 7
Carlisle, Feb. 20	Manchester, March 11
Newcastle, Feb. 24	Liverpool, March 22
Durham, Feb. 29	

NORTH WALES.

(Baron Channell.)

Welshpool, March 11	Ruthin, March 23
Dolgelly, March 14	Mold, March 26
Carnarvon, March 16	Chester, March 30
Beaumaris, March 20	

SOUTH WALES.

(Mr. Justice Grove.)

Haverfordwest, Feb. 26	Brecon, March 22
Cardigan, Feb. 29	Presteign, March 27
Carmarthen, March 4	Chester, March 30
Swansea, March 9	

Mr. Justice Willes remains in town.

THE GAZETTES.

Professional Partnership Dissolved.

Marsh, Robert, and Edwards, Frederick, attorneys and solicitors, Rotherham and Sheffield. Dec. 31.

Bankrupts.

Gazette, Jan. 26.

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

Dent, Stephen, brass finisher, Curtain-rd, Shoreditch. Pet. Jan. 24. Reg. Spring-Rice. Sol. Foster, Chancery-la. Sur. Feb. 8

Haynes, Richard John, wine merchant, Lower Thames-st. Pet. Jan. 22. Reg. Brougham. Sol. Biller, jun., Fenchurch-st. Sur. Feb. 9

Lloyd, Charles, rope maker, Fenchurch-st. Pet. Jan. 16. Reg. Hazlitt. Sols. Linklaters and Co., Walbrook. Sur. Feb. 7

Lowick, James William, hosier, Aldersgate-st. Pet. Jan. 22. Reg. Hazlitt. Sols. Robinson and Co., Charterhouse-sq. Sur. Feb. 9

Menzies, Edward, deputy inspector-general of hospitals in the army, Belmont-cottage, in Island of Guernsey. Pet. Nov. 8. Reg. Spring Rice. Sols. Hughes and Co., Budge-row. Sur. Feb. 8

Randall, Edward James, secretary of a railway company, Ethelburga-house, Bishopsgate-st. Pet. Jan. 24. Reg. Roche. Sol. Mozley, Leadenhall-st. Sur. Feb. 8

To surrender in the Country.

Allen, Elizabeth, widow, late Padnoller, in Charlinch. Pet. Jan. 24. Reg. Lovibond. Sur. Feb. 8

Berkley, Letitia, draper, Ormskirk. Pet. Jan. 22. Reg. Watson. Sur. Feb. 6

Charles, William Taylor, and Charles, John Andrew, steel rollers merchants, Sheffield. Pet. Jan. 22. Reg. Wake. Sur. Feb. 6

Edwards, David, tallow chandler, Upper Pulley, in Meole. Pet. Jan. 23. Reg. Peele. Sur. Feb. 7

Jepps, Frederick, North-st, Wandsworth. Pet. Jan. 16. Reg. Willoughby. Sur. Feb. 20

Lowry, George, engineer, Salford. Pet. Jan. 24. Reg. Hulton. Sur. Feb. 7

Mabane, James, bootmaker, Leeds. Pet. Jan. 19. Reg. Marshall. Sur. Feb. 7

Gazette, Jan. 29.

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

Ebdon, Francis, baker, High-st, Stratford. Pet. Jan. 26. Reg. Murray. Sur. Feb. 13

Gates, George, and Morris, Harry, warehousemen, Falcon-st, Falcon-sq. Pet. Jan. 27. Reg. Roche. Sur. Feb. 16

To surrender in the Country.

Ashton, James Henry, steam ship broker, Liverpool. Pet. Jan. 26. Reg. Watson. Sur. Feb. 13

Brown, Joseph Culverwell, draper, Bedford. Pet. Jan. 25. Reg. Pearse. Sur. Feb. 14

Burton, Robert, farmer, Boxmoor. Pet. Jan. 15. Reg. Blagg. Sur. Feb. 12

Clemow, Henry William, farmer, St. Tudy. Pet. Jan. 27. Reg. Chilcott. Sur. Feb. 10

Fairley, Percy Cunningham, baronet, Victoria-ter, Upper Norwood. Pet. Jan. 23. Reg. Rowland. Sur. Feb. 9

Fielden, Luke, builder, Todmorden. Pet. Jan. 25. Reg. Hartley. Sur. Feb. 15

Morris, Samuel, builder, Nursery-grove, Finchley. Pet. Jan. 24. Reg. Harris. Sur. Feb. 10

Temblett, Benjamin, publican, Cardiff. Pet. Jan. 24. Reg. Langley. Sur. Feb. 12

BANKRUPTCIES ANNULLED.

Gazette, Jan. 23.

Beattie, John, and Beattie, James, East India merchants, Great Winchester-st-bldgs. July 6, 1871

Carlisle, Joseph, druggist, Carlisle. Sept. 27, 1871

Gostling, John, tailor, Brighton. May 27, 1870

Pearn, John, farmer, Rezare Lezant. Nov. 22, 1871

Gazette, Jan. 26.

Hale, Charles, builder, Willesden. July 15, 1869

Hunt, George Warwick, late captain in 4th Hussars, Heytesbury. April 3, 1871

Martin, Thomas Henry, wine merchant, Lombard-house, George-yd, Lombard-st. June 18, 1869

Nesbitt, Sussex, gentleman, Eastcheap. Aug. 3, 1871

Spencer, Samuel, livery stable keeper, Ventnor, Isle of Wigh April 2, 1863

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 26.

Awford, Peter, boot manufacturer, Gloucester; Feb. 7, at two, at office of Sol., Jones, Gloucester

Batchelor, James Walter, china dealer, Odiham; Feb. 12, two, at office of Sols., Wild, Barber, and Browne, Ironmonger-l Cheapside

Beeston, John, innkeeper, Woore; Feb, 8, at eleven, at the Corbet Arms hotel, Market Drayton. Sol., Onions, Market Drayton

Bradbury, Joseph, victualler, Glossop; Feb. 13, at three, at office of Sutton and Harding, Brown-st, Manchester. Sols., Messrs. Johnson, Stockport

Broughton, William Henry, millwright, Albany-rd, Camberwell; Feb. 6, at three, at office of Sol., Jenkins, Tavistock-st, Covent-garden

Butler, Alfred, draper, Westbourne-grove, Bayswater; Feb. 7, at twelve, at the Guildhall Coffee-house, King-st, Cheapside. Sols., Davidsons, Carr, Bannister, and Morris, Basinghall-st

Cable, Martha Maria, grocer, Bradford; Feb. 9, at twelve, at office of Sol., Shrapnell, Bath

Chambers, George, boot manufacturer, High-st, Camden-town; Feb. 15, at two, at offices of Slater and Pannell, Guildhall-chmb, Basinghall-st. Sol., Lay, Poultry

Clowes, David, millwright, out of business, Monk's Coppenhall; Feb. 10, at eleven, at office of Sol., Cooper, Congleton

Collier, William, draper, Over Darwen; Feb. 8, at four, at offices of Sols., Kendall and Costeker, Over Darwen

Dicken, Thomas Blythe, grocer, Heathtown, near Wolverhampton; Feb. 10, at eleven, at office of Sol., Greenway, Wolverhampton

Dorse, Henry, builder, Cradley-heath, par Rowley Regis; Feb. 12, at eleven, at office of Sol., Homer, Brierley-hill

Drabble, William Frost, commission agent, Birstal; Feb. 9, at the Queen's hotel, Heckmondwike

Eades Richard Eyres, ivory turner, Shakespear-rd, Stoke Newington; Feb. 7, at two, at office of Sol., Beard, Basinghall-st

Ellison, John Bradley, chemist, Barnsley and Wombwell; Feb. 8, at two, at offices of Sol., Frudd, Barnsley

Fairbrother, Christopher, builder, Hyde; Feb. 12, at eleven at the Pitt and Nelson hotel, Ashton-under-Lyne. Sol., Broadbent, Ashton-under-Lyne

Gill, Spencer Cotton, corn merchant, Catherine-ct, Tower-hill; Feb. 7, at three, at office of Sol., Carr, Rood-la

Haigh, William, tailor, Hoyland Nether, near Barnsley; Feb. 17, at two, at the Coach and Horses hotel, Barnsley. Sol., Truman

Heisch, Percy Frederick, and Dodd, Horatio, merchants, Crosby-sq, Bishopsgate-st; Feb. 8, at one, at offices of Quilter, Ball, and Co., Moorgate-st. Sol., Snow, College-hill, Cannon-st

Hitchen, Thomas, out of business, Birmingham; Feb. 5, at twelve, at office of Sol., Fallows, Birmingham

Jackson, Richard, out of business, Capernwray; Feb. 16, at two, at office of Sols., Johnson and Tilly, Lancaster

Jenner, Samuel Walter, farmer, Staplehurst; Feb. 7, at half-past twelve, at the Bridge-house hotel, London-bridge. Sol., Goodwin, Maidstone

Jennings, George, victualler, Bristol; Feb. 8, at twelve, at office of Sols., Henderson and Salmon, Bristol

Jones, Edward, carpet dealer, Rochdale; Feb. 9, at three, at offices of Sol., Holland, Rochdale

Kensit, William, jun., out of employment, Upper Kennington-la, Vauxhall; Feb. 6, at eleven, at office of Sol., Warrand, Newgate-st

Lee, George, bootmaker, Chepstow and Whitecroft, near Lydney; Feb. 9, at two, at office of Hancock, Triggs, and Co., Guildhall, Bristol

LITTLEWOOD, GEORGE, retail brewer, Aston; Feb. 9, at eleven, a office of Sol., Harrison, Birmingham
LITTLEWOOD, JOHN, belting manufacturer, Old Trafford, near Manchester; Feb. 9, at three, at office of Sol., Kearsley, Manchester
LOWE, DANIEL, grocer, West Cowes, Isle of Wight; Feb. 8, at eleven, at the Star hotel, Newport, Isle of Wight
MAWSON, HENRY, printer, Bradford; Feb. 7, at three, at office of Sols., Taylor, Jeffery, and Little, Bradford
MILLS, JOSEPH, and MILLS, JOSIAH, brick manufacturers, Shelton; Feb. 7, at three, at office of Mr. Challinor, Hanley. Sol., Litchfield, Newcastle
MORRIS, JOHN, butcher, Wolverhampton; Feb. 10, at twelve, at office of Sol., Greenway, Wolverhampton
OSBALDESTON, ROGER, cotton manufacturer, Brierfield, near Burnley; Feb. 13, at three, at office of Sols., Grundy and Coulson, Manchester
PAIN, WILLIAM, blacksmith, Overton; Feb. 7, at half-past one, at the Red Lion hotel, Basingstoke. Sol., Clarke, Whitchurch
PENNINGTON, ABEL, out of business, Warrington; Feb. 7, at eleven, at Commercial-chmbs, Horse market-st, Warrington. Sols., Davies and Brook, Warrington
PICKLES, JOHN, grocer, Shipley; Jan 31, at ten, at office of Sol., Hargreaves, Bradford
PRATT, JOSEPH, saddler, Upton-upon-Severn; Feb. 5, at one, at the Crown hotel, Worcester. Sol., Gregory
PRENTICE, JAMES, sen., fish salesman, Bermondsey, and Lower Thames-st, and Billingsgate market; Feb. 5, at eleven, at the British Mercantile Offices, Old Bailey. Sol., Hicks, Coleman-st
READ, PAUL, farmer, Droxford, near Bishops Waltham; Feb. 9, at three, at offices of Sol., Killby, Southampton
RIVERS, WILLIAM MOLLART, clock maker, Hanley; Feb. 8, at eleven, at 22, Cheapside, Hanley. Sol., Sherratt
ROSENBERG, ABRAHAM, jeweller, East Stonehouse; Feb. 9, at twelve, at office of Sols., Messrs. Edmonds, Plymouth
RUFF, GEORGE BAKER, farmer, Chartham; Feb. 7, at three, at the Queen's-head hotel, Canterbury. Sol., De Lasaux
SABIN, THOMAS WILLIAM, livery stable keeper, Oxford; Feb. 10, at twelve, at offices of Sols., Hurford and Taylor, Oxford
SANDIFORD, NATHANIEL, woolsorter, Lowerfold, Spotland, par Rochdale, Feb. 15, at three, at office of Sols., Messrs. Roberts, Rochdale
SARL, CHARLES, out of business, West Cowes, Isle of Wight; Feb. 7, at ten at the Castle hotel, Southampton
SAXBY, ROBERT, miller, Old Bradwell; Feb. 7, at three, at the Swan inn, Newport Pagnell. Sol., Stimson, Bedford
SCRUTON, PETER DICKINSON, chemist, Boston; Feb. 5, at half-past ten, at office of Sol., York, Boston
SHEPHERD, EDWARD FREDERICK, schoolmaster, Thatcham; Feb. 16, at eleven, at the Great Western hotel, Reading. Sol., Lucas, Newbury
SLACK, GEORGE HENRY, agent, Nottingham; Feb. 6, at twelve, at office of Sol., Acton, Nottingham
SMITH, CHARLES, currier, Walsall; Feb. 8, at eleven, at the Bradford Arms inn, Walsall. Sol., Adams, Walsall
SMITH, JOHN, provision dealer, Manchester; Feb. 9, at three, at office of Sols., Hardings, Woods, and Wilson, Manchester
STEADMAN, JOSEPH, publican, Birmingham; Feb. 10, at twelve, at office of Sol., Jaques, Birmingham
TAYLOR, DANIEL, builder, Exeter-pl, Walham-green; Feb. 12, at three, at offices of Sols., Lindsay, Mason, and Greenfield, Basinghall-st
THORNLEY, CHARLES, lace manufacturer, Nottingham; Feb. 9, at twelve, at offices of Sol., Belk, Nottingham
TURNBULL, ANN, grocer, Newcastle; Feb. 8, at two, at offices of Sols., Messrs. Joel, Newcastle
TYLER, GEORGE TOWNSEND, smith, Dover; Feb. 15, at twelve, at office of Sol., Mowll, Dover
WADLOW, HARRIET, innkeeper, Much Wenlock; Feb. 6, at eleven, at office of Sol., Morris, Shrewsbury
WEBBER, THOMAS, baker, Gloucester; Feb. 10, at twelve, at office of Sol.; Cooke, Gloucester
WILLIAMS, ERIC, schoolmaster, Sun dial-pl, Upper Holloway; Feb. 5, at eleven, at office of Sol., Scarth, Welbeck-st, Cavendish-sq
WILSON, JOHN, victualler, Lawford-rd, Kentish Town; Feb. 12, at two, at office of Sols., Nash, Field, and Layton, Suffolk-la, Cannon-st
WOOD, CHARLES, grocer, Burslem; Feb. 7, at half-past two, at the County Court office, Hanley. Sol., Litchfield, Newcastle
WOODLEY, JOHN, cooper, Church-row, Limehouse; Feb. 12, at one, at office of Dubois, accountant, Gresham-bldgs, Basinghall-st. Sol., Moss, Gracechurch-st
WOODWARD, GEORGE, mason, Shepley, par. Kirkburton; Feb. 9, at half-past three, at office of Sol., Armitage, Huddersfield

Gazette, Jan. 30.

ARNFIELD, SQUIRE OWEN, draper, Derby; Feb. 20, at eleven, at St. James's hotel, Derby. Sol. Moody
BELL, SAMUEL, bricklayer's labourer, Stoke-upon-Trent; Feb. 7, at eleven, 18, Cheapside, Hanley. Sol., Tennant, Hanley
BENJAMIN, ISAAC, cigar manufacturer, Ashby-de-la-Zouch; Feb. 9, at one, at the Midland Commercial Hotel, Leicester
BROWNE, ROBERT LANGLEY, grocer, Norfolk-ter, Bayswater Feb. 13, at two, at 26, Maddox-st, Regent-st. Sol., Peck
BURGES, SAMUEL, tailor, Dunstable; Feb. 7, at two, at 12, Hatton garden. Sol. Marshall, Lincoln's-inn-fields
CLARK, FISHER, confectioner, Rye; Feb. 13, at three, at the Cinque Ports hotel, Rye. Sol., Tanner
CORDEN, HENRY, commission agent, Addle-st, Wood-st, and Groombridge-rd, South Hackney; Feb. 6, at twelve, at offices of Sols., Marsden and Chubb, Friday-st, Cheapside
CROSS, FREDERICK, coal merchant, Newport Pagnell; Feb. 12, at three, at offices of Sol., Stimson, Bedford
DANE, WILLIAM, coal merchant, Milton-next-Sittingbourne; Feb. 12, at eleven, at offices of Sol., Gibson, Sittingbourne
DAWSON, GEORGE, bootmaker, Basinghall-st, and Studley-rd, Stockwell; Feb. 8, at twelve, at the Mason's-hall Tavern, Mason's-avenue, Basinghall-st
DAVIS, RICHARD, tube manufacturer, Great Bridge; Feb. 12, at half-past eleven, at the Dudley Arms Hotel, Dudley. Sols., Duignan, Lewis, and Lewis, Walsall
DEARN, JOSEPH, ironmonger, Birmingham; Feb. 9, at three, at office of Sol., Walter, Birmingham
DYBELL, GEORGE, fisherman, Winterton; Feb. 9, at twelve, at office of Sol., Cufaude, Great Yarmouth
ECCLES, REUBEN, stone mason, Stockport; Feb. 10, at ten, at the Queen's hotel, Stockport. Sol., Law
EDWARDS, ABRAHAM CHARLES, shipwright, Rochester; Feb. 14, at the Globe Hotel, Chatham. Sol., Barrow, Walbrook
ELDERS, ROBERT, joiner, Gilling; Feb. 13, at twelve, at the Talbot inn, Richmond, Yorkshire. Sol., Croft
ELSTOW, CHARLES, oilman, St. John's-rd, Hoxton; Feb. 5, at three, at offices of H. T. Thwaites, Basinghall-st. Sol., Dobie, Basinghall-st
FLETCHER, RICHARD, farmer, Charringworth, par. Ebrington; Feb. 16, at twelve, at the Noel Arms inn, Chipping Campden. Sol., Griffiths, Campden
FRICKER, CHARLES, grocer, Bristol; Feb. 8, at eleven, at office of Sol., Plummer, Bristol
GOLDING, GEORGE WILLIAM, butcher, Kentish Town-rd; Feb. 4, at eleven, at at office of Sol., Davis, Bedford-row, Holborn
HANDEL, CHARLES MAXIMILIAN GEORGE, cigar merchant, Bowling par. Bradford; Feb. 13, at eleven, at offce of Sol., Peel, Bradford
HARRISON, JOHN, grocer, Bridge Mills, near Rochdale; Feb. 12, at three, at office of Sol., Harris, Rochdale
HARPER, ALEXANDER GORDON, draper, Worcester and Birmingham; Feb. 14, at two, at office of Sols., Wright and Marshall, Birmingham
HARPER, ABRAHAM BLOOM, licensed victualler, Norwich; Feb. 12, at eleven, at office of Sol., Winter, Norwich
HART, SOLOMON JACOB, and HART, ELEAZER JACOB, tobacco manufacturers, Leicester; Feb. 12, at one, at office of Sol., Stevenson Leicester
HERMANN, ALEXANDER, prestidigitateur, Regent-st, and the Egyptian-hall, Piccadilly; Feb. 7, at two, at offices of Sol., Roberts, Moorgate-st
HIFLEY, RICHARD JAMES, out of business, Plymouth; Feb. 13, at twelve, at office of Messrs. Edmonds, Parade, Plymouth
HOBSON, WILLIAM, joiner, Sheffield; Feb. 12, at twelve, at office of Sols., Mellor and Porrett, Sheffield
HODSON, NATHANIEL, builder, Grimesthorpe near Sheffield; and Newbold Moor; Feb. 9, at twelve, at office of Sol., Mellor, Sheffield
HOLLINGSWORTH, RICHARD, provision dealer, Birmingham; Feb. 14, at eleven, at office of Sols., Powell, Birmingham
HOLSTIUS, NILS WILHELM, ship chandler, Falmouth; Feb. 14, at eleven, at the Globe hotel, Falmouth
INGER, ELIZABETH, china dealer, Nottingham; Feb. 9, at two, at the Queen's hotel, Birmingham. Sol., Simpson
ISAACS, ALFRED, dealer in watches, Bevis-marks, St. Mary-axe; Feb. 19, at two, at offices of Sol., Barnett, New Broad-st
IZARD, WILLIAM, builder, Hamilton-rd, Bethnal-green; Feb. 10, at eleven, at the Victoria Tavern, Victoria-park. Sol., Hicks, Lansdown-ter, Victoria-park
JACKSON, AMBROSE, draper, Stalybridge; Feb. 14, at three, at the Boar's Head Inn, Manchester. Sol., Buckley
JONES, HERBERT ALWYN, coal merchant, Liverpool; Feb. 9, at two, at offices of Sol., Fowler, Liverpool
JOSLING, GEORGE, farm bailiff, Writtle; Feb. 12, at twelve, at office of Sol. Meggy, Chelmsford
KAUFMAN, LEVY, jeweller, Middlesborough; F3b. 29, at three, at office of Sol., Bell, Mest Hartlepool
KLITZ, GEORGE PHILIP, professor of music, Fairfield; Feb. 12, at eleven, at at office of Sol., Taylor, Buxton
LANCASTER, DAVID, shopkeeper, Bradford; Feb. 8, at three, at office of Varley, accountant, Bradford. Sol., Rhodes, Bradford
LEE, JOSEPH, potato dealer, Bilston; Feb. 12, at eleven, at offices of Sols., Woodward and Smith, Wednesbury
MADDICK, GEORGE WILLIAM, newspaper proprietor, Shoe-la, Fleet-st, and Brixton-rd, Brixton; Feb. 12, at three, at offices of Sol., Jenkins, Tavistock-st, Covent-garden
MARBROOK, GEORGE DOUGLAS, grocer, Birmingham; Feb. 12, at two, at offices of Sols., Wright and Marshall, Birmingham
MILLER, JOHN EDMUND, butcher, High-st, Notting-hill; Feb. 19, at two, at offices of Sol., Edwards, Gracechurch-st
MOORE, JOHN GODDARD, coal merchant, Lowestoft; Feb. 16, at one, at offices of Sol., Diver, Great Yarmouth
MORRIS, WILLIAM, baker, King's Sutton; Feb. 15, at two, at office of Sols., Buller and Pearse, Banbury
NICHOLSON, JAMES, innkeeper, Redcar; Feb. 10, at four, at the Queen hotel, Redcar. Sol., Pullan
NORTHCOTT, JOSEPH, woollen manufacturers' agent, Adelaide-rd, Haverstock-hill; Feb. 7, at three, at Mullens' Hotel, Ironmonger-la. Sol., Croft, South Lambeth-rd
ORBAN, MICHAEL JAMES GEORGE, auctioneer, Cannon-st; Feb. 9, at twelve, at offices of Sol., Eady, Great Winchester-st-bldgs
OSBORN, GEORGE, dyer, Upper-st, Islington; Liverpool-rd, Islington; High-st, Notting-hill; and Canal-rd, Kingsland; Feb. 15, at three, at the Jamaica Coffee-house, St. Michael's-alley, Cornhill. Sols., Messrs. Child, Doctors'-commons
OXLEY, TOM ELPHIC, saddler, Footscray, par. Chislehurst; Feb. 19, at office of Holloway, accountant, Ball's-pond-rd, Islington. Sols., Heathfield, Lincoln's-inn-fields
PAGE, ANN ELIZABETH, carver, Coventry-st, Piccadilly; Feb. 14, at two, at offices of Sols., Hudson, Matthews, and Co., Bucklersbury
PALMER, ALBERT REYNOLDS, clerk in orders, New Bond-st; Feb. 7, at three, at offices of Sol., Luscombe, New Burlington-st
PASSMORE, RICHARD ADOLPHUS, merchant, Newman's-ct, Cornhill; Feb. 6, at half-bast two, at offices of Sol., Pain, Quality-ct, Chancery-la
PEACE, FREDERICK, commercial traveller, Sheffield; Feb. 14, at eleven, at office of Sols., Mellor and Porrett, Sheffield
PEATE, JOHN, miller, Shrewsbury; Feb. 10, at twelve, at the Crown hotel, Shrewsbury. Sol., Jones, Oswestry
PUSEY, GEORGE, stationer, High Wycombe; Feb. 12, at one, at the Falcon Hotel, High Wycombe. Sol., Batting, Great Marlow
RIDINGS, ELIZABETH, boiler maker, Bolton; Feb. 10, at half-past two, at office of Sols., Messrs. Winder, Balton
ROBINSON, CHARLES, oilman, Myddelton-sq and Exmouth st, Clerkenwell; Feb. 15, at two, at the Guildhall Coffee-house, Gresham-st. Sol., Norris, Acton-st, Gray's-inn-rd
ROEBUCK, RUFUS, licensed victualler, Unstone; Feb. 9, at three, at office of Sol., Gee, Sheffield
ROPER, JAMES, boot dealer, South Shields; Feb. 17, at eleven, at offices of Sol., Duncan, South Shields
ROYLE, WALTER, merchant's clerk, Noel-st, Islington; Feb. 12, at one, at offices of Sols., Fallows and Whitehead, Lancaster-pl, Strand
RUMBALL, WILLIAM LOUIS, hair dresser, High Wycombe; Feb. 12, at eleven, at 90, Easton-st, High Wycombe
SANDERSON, HENRY, cutlery manufacturer, Sheffield; Feb. 12, at three, at office of Sols., Broomhead, Wightman, and Moore, Sheffield
SHEARSMITH, PETER, butcher, Kingston-upon-Hull; Feb. 7, at two, at the George hotel, Kingston-upon-Hull. Sol., Laverack
SLATOR, THOMAS, commission agent, Manchester, Feb. 14, at three, at offices of Sol., Duckworth, Manchester
SNOWDEN, JAMES, plumber, Ossett; Feb. 13, at three, at the Batley Station hotel, Batley. Sol., Stringer, Ossett
SWEATMAN, WILLIAM, blacksmith, Middlewich; Feb. 15, at eleven, at office of Sol., Fletcher, Northwich
TENNANT, WILLIAM, hosier, Wolverhampton; Feb. 15, at three, at office of Sol., Craven, Guildford-st, Russell-sq
THORNTON, JOSEPH, grocer, Dewsbury; Feb. 21, at three, at office of Sols., Scholes and Brearey, Dewsbury
TURNBULL, JAMES, grocer, Crouch-end, Hornsey; Feb. 14, at twelve, at offices of Sols., Carter and Bell, Leadenhall-st
VOSPER, WILLIAM, tailor, Redhill; Feb. 9, at twelve, at offices of Sol., Howell, Cheapside
WATSON, RICHARD, slater, Chesterfield; Feb. 12, at four, at office of Sol., Gee, Chesterfield
WHITEHOUSE, BENJAMIN, rope manufacturer, Dudley; Feb. 8, at three, at office of Sol., Lowe, Birmingham
WILLSON, ROBERT, miller, North Somercotes; Feb. 13, at eleven, at offices of Sol., Bell, Louth
WRIGHT, HENRY, stationer, Birmingham; Feb. 16, at three, at office of Sol., Rowlands, Birmingham

Dividends.

BANKRUPTS' ESTATES.

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

De Castro, J. and G. merchants, first, 2s. 7¾d. Paget, Basinghall-st.—*Ellis*, H. T. W. silversmith, second, 2¼d. (first and second of 2s. 5½d. to new proofs). Paget, Basinghall-st.—*Hollingsworth*, H. painter, first, 5s. 6½d. Paget, Basinghall-st.—*Laurence and Mortimore*, leather factors, seventh, 2d. Paget, Basinghall-st.—*Laurence, Mortimore, and Schrader*, leather factors, seventh, 2d. Paget, Basinghall-st.—*Lee*, T. merchant, second, 1s. 9d. Paget, Basinghall-st.—*Neave and Skaife*, machine coopers, first, 2s. 3d. (to new proofs, on account of 2s. 7d.) Paget, Basinghall-st.—*Richardson*, H. widow, further, 1s. 8d. Daw, Exeter.—*Scovell*, J. H. sail maker, first, 2s. Paget, Basinghall-st.—*Taunton*, W. attorney, first, 1s. 1½d. Paget, Basinghall-st.

Beattie, J. and J. merchants, comp. of 10s., sep. of each, 1s. At offices of Trust. J. Waddell, New-Poultry-chmbs, 7, Poultry.—*Buck*, W. C. innkeeper, first, 15s. At offices of Trust. O. Ommanney, 12, Great Winchester-st.—*Burton*, F. grocer, 1s. 8d At office of Trust. J. M. Henderson, 72, Basinghall-st.—*Daw*, S. butcher, 2s. 6d. At office of Trust. G. Wreford, Gandy-st-chmbs, 37 & 38, Gandy-st, Exeter.—*Henderson* and *Reed*, final, 1d. At offices of Trust. M. Joseph, 49, St. Paul's-sq, Birmingham.—*Houghton*, A. R. cotton broker, final, 19s. At offices of Gibson and Bolland, accountants, 10, South John-st, Liverpool.—*Houghton*, A. cotton broker, final, 9s. 5d. At office of Gibson and Bolland, accountants, 10, South John-st, Liverpool.—*Walter*, E. F. *and Sutton*, W. linen drapers, first, 5s. At office of F. H. Collison, 99, Cheapside. *Whiteley*, T. and W. cotton spinners, 5d. At office of Trust. J. Bamford, Royal Insurance-bldgs, Crossley-st, Halifax

BIRTHS, MARRIAGES AND DEATHS

BIRTHS.

HUNTER.—On the 25th ult., at Esher, the wife of Mark William Hunter, Esq., barrister-at-law, of a daughter.
MACKENZIE.—On the 13th ult., at Johnston, near Aberdeen, the wife of William Laurence Mackenzie, barrister-at-law, Calcutta, of a son.

MARRIAGES.

PLUES—HUME.—On the 21st Dec., 1871, at the Church of St. John the Baptist, in Belize, British Honduras, The Hon. Samuel Swire Plues, Attorney-General for the Colony, to Sarah, the third daughter of the late George Hume, Esq.
WILLINS—HOFFMAN.—On the 31st ult., at the Parish Church, Hendon, Middlesex, William Preston Willins, of Rugby Chambers, Bedford-row, London, solicitor, to Annie Rutledge, eldest daughter of James Farquhar Hoffman, Esq., of Goshen, Orange county, New York, solicitor.

DEATHS.

CUFAUDE.—On the 28th ult., at Great Yarmouth, aged 61, John Lomas Cufaude, solicitor.
FORSHAW.—On the 24th ult., at Hoghton-street, Southport, aged 62, Henry Forshaw, of Liverpool, solicitor.
REED.—On the 29th ult., at 34, Bloomsbury-square, aged 42, Ernest Haythorne Reed, Esq., barrister-at-law.
ROSE.—At Thames Lawn, Great Marlow, aged 63, Mr. W. Rose solicitor, late of No. 19, Change-alley.

THE NEW SYSTEM OF BUYING A HOUSE WITHOUT MONEY.

BIRKBECK BUILDING SOCIETY,

29 AND 30, SOUTHAMPTON-BUILDINGS, CHANCERY-LANE, LONDON.

MOST PERSONS ARE FAMILIAR with what is known as the "THREE YEARS' SYSTEM" of the Pianoforte Makers, by which anyone who Hires an Instrument and pays the Hire for that period becomes the ABSOLUTE OWNER OF THE PIANOFORTE. Previously to the introduction of this plan it was almost as difficult for those of limited income to buy a good Pianoforte as to BUY A HOUSE; and persons went on year after year, paying for the Hire of an Instrument, and expended as much money as would have bought the Pianoforte several times over.

What will hold good for Pianofortes will hold good for HOUSES; and there are many who would no doubt AVAIL THEMSELVES OF THE OPPORTUNITY, if it was afforded them, of becoming

THE OWNER OF A HOUSE

in the same way as they have already become the owner of their pianoforte.

THE DIRECTORS

OF THE

BIRKBECK BUILDING SOCIETY

HAVE DETERMINED TO AFFORD

THE SAME FACILITIES FOR PURCHASING HOUSES

As now exist for Buying Pianofortes.

A HOUSE being, however, a more expensive article to Purchase than a Pianoforte, the "Three Years' System" will not apply, excepting in a very few cases: so that a MORE LENGTHENED PERIOD IS NECESSARY over which the time of Hiring must extend.

In pursuance of this resolution

THE DIRECTORS HAVE MADE ARRANGEMENTS

WITH

THE OWNERS OF HOUSES

In various parts of London, and its Suburbs, by which they are enabled to afford to the

Members of the Birkbeck Building Society

AND OTHERS

A very wide CHOICE in the SELECTION both of HOUSES and the locality in which they are situated. The Plan upon which the Directors propose to proceed is

TO LET THESE HOUSES FOR A PERIOD OF TWELVE-AND-A-HALF YEARS,

At the end of which Time, if the Rent be Regularly Paid,

THE HOUSE

Will become the absolute Property of the Tenant

WITHOUT FURTHER PAYMENT OF ANY KIND.

IN ALL CASES

POSSESSION OF THE HOUSE

WILL BE GIVEN

WITHOUT ANY IMMEDIATE OUTLAY IN MONEY

Excepting Payment of the Law Charges for the Title Deeds, which in all cases will be restricted to Five Guineas.

BEYOND THIS SMALL SUM

NO PAYMENT OF ANY KIND

IS REQUIRED BY THE SOCIETY

BEYOND THE STIPULATED RENT, WHICH MAY BE PAID EITHER MONTHLY OR QUARTERLY.

THE RENT PAYABLE BY THE TENANT

Includes Ground Rent and Insurance for the Whole Term.

Although the Number of years for payment of Rent is fixed at Twelve and a-half,

A SHORTER PERIOD MAY BE CHOSEN AT AN INCREASED RENTAL,

OR

A LONGER PERIOD AT A LOWER RENTAL,

The Terms of which may be ascertained on application to the Manager.

THE ADVANTAGES

OF THIS

New System of Purchasing a House,

MAY BE SUMMED UP AS FOLLOWS:

1. Persons of Limited Income, Clerks, Shopmen, and others, may, by becoming Tenants of the BIRKBECK BUILDING SOCIETY, be placed at once in a position of independence as regards their Landlord.

2. Their RENT CANNOT BE RAISED.

3. They CANNOT BE TURNED OUT OF POSSESSION so long as they pay their Rent.

4. NO FEES or FINES of any kind are chargeable.

5. They can leave the House at any time without notice, rent being payable only to the time of giving up possession.

6. If circumstances compel them to leave the House before the completion of their Twelve and a half Years' Tenancy, they can Sub-let the House for the remainder of the Term, or they can Transfer their right to another Tenant.

7. Finally, NO LIABILITY or RESPONSIBILITY of any kind is incurred, beyond the Payment of Rent by those who acquire Houses by this New System.

The BIRKBECK BUILDING SOCIETY have on their List several HOUSES, which they are prepared to LET on the TWELVE AND A HALF YEARS' SYSTEM, and in many cases Immediate Possession may be obtained.

The Terms on which Houses can be placed on this Register may be obtained on application to

FRANCIS RAVENSCROFT, Manager.

COLD FEET.

THE PATENT THERMOPODION, or portable FOOT WARMER.—Sufferers from coldness of the extremities or languid circulation should test this neat and improved article for imparting heat, surpassing the antique water bottle, inasmuch as a uniform heat for an indefinite period can be retained at an infinitesimal cost. Especially valuable for railway travelling, the carriage, or study. Light, portable, and ornamental.—To be obtained of all leading Furnishing Warehouses, Drapers, Chemists, in imitation sealskin, Price 21s.

Sole Manufacturers, SPENCE and CO., 6, Leather-lane, E.C.

BY ROYAL LETTERS PATENT

THE SIDNEY SEED SOWER,

FOR ALL SORTS AND SIZES OF VEGETABLE AND FLOWER SEEDS.

2s. 6d. and 5s. each.

By an inside fitting in the large size Sower, Grass Seed and Peas will pass freely.

To be obtained of

Messrs. POLLARD, JEPHSON, and CO., Southwark.

Messrs. CARTER, DUNNETT, and BEATES, Holborn.

Messrs. SUTTON and SON, Reading.

Sold by Seedsmen and Ironmongers in Town and Country

SHIRTS.—FORD'S "Eureka," the most unique and only perfect fitting shirt made. Observe —Double stitched, six for 45s.; list of prices. Illustrations with directions for self measure, post free.

RICHARD FORD AND CO.,

38, POULTRY, E.C.

BRANCH, 308, OXFORD-STREET, LONDON.

THE SANS-PLIS SHIRT.

REGISTERED NOV. 1848.

Specially adapted to meet the wants of BARRISTERS, SOLICITORS and GENTLEMEN OF SEDENTARY PURSUITS

Ease Combined with a Perfect Fit.

Patterns and Particulars of Measurement free by post.

BURDEN AND KEER

51, CONDUIT-STREET, BOND-STREET.

GEORGE HOBSON,

EXCELLENCE with ECONOMY.

GEORGE HOBSON respectfully invites the attention of the public to his superfine WEST of ENGLAND WOADED BLACK and NAVY BLUE CLOTHS for DRESS and FROCK COATS; also the New Twill Cloths for Morning Coats.

Dress Coats, Black	£2	2	0
Do.	2	12	6
Do.	3	3	0
Do., Navy Blue	2	12	6
Do.	3	3	0
Do.†	3	13	6
New Twill Cloths.			
Frock Coats	2	18	0
Do.	3	3	0
Do.	3	13	6
Frock Coats, Black	3	3	0
Do.	3	13	6
Do.	4	4	0
Do., Navy Blue	3	10	0
Do.	3	18	0
Do.	4	4	0
New Twill Cloths.			
Morning Coats	2	2	6
Do.	2	2	6
Do.	3	3	0

Riding Habits, £4 4s., £5 5s., £6 6s.
Ladies' Riding Trousers, Pantalon de Chamois, £1 1s. £1 5s., £1 10s.

Superior fit and workmanship are the characteristics of his establishments. Illustrations of improved system of self-measurement and sample patterns sent per book post on application. Excellence with economy.—GEORGE HOBSON, 148, Regent-street, W., and 57, Lombard-street.

GEORGE HOBSON'S NEW TROUSERS for the present season, for patterns and textures not to be surpassed. Riding trousers made to fit without the aid of suspenders or straps. Price 16s. Excellence with economy.—148, Regent-street, W., and No. 57, Lombard-street.

GEORGE HOBSON'S celebrated LIVERIES please masters and servants. Excellence with economy. —148, Regent-street, W., and 57, Lombard-street.

Sales by Auction.

MESSRS. DEBENHAM, TEWSON, and FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rentcharges, House Property, and Investments generally, is PUBLISHED on the first day of each month, and may be obtained, free of charge, at their Offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Valuable Law Books—Modern Chancery, Exchequer, Common Bench, Admiralty, and Ecclesiastical Reports—Recently published Practical Works, &c.

MESSRS. HODGSON will SELL by AUCTION, at their Rooms, 115, Chancery-lane, W.C. (Fleet-street end), on THURSDAY, FEB. 8, at One o'clock, VALUABLE LAW BOOKS, including the Library of a Barrister, and the remaining portion of the stock of Mr. W. H. BOND, of Bell-yard, comprising the Year Books by Maynard, best edition, 7 vols., folio; Ruffhead's Statutes at Large, 45 vols.; Jarman and Blythewood's Conveyancing, by Sweet and Bissett, 9 vols.; Petersdorff's Abridgment, 20 vols.; Chitty on Contracts, by Russell; Hodges on Railways, by Smith; Cripps's Law of the Church and Clergy; White and Tudor's Leading Cases in Equity, 2 vols.; Smith's Leading Cases, 2 vols.; Addison on Torts, by Wolferstan; Taylor on Evidence, 2 vols.; Whewell's Grotius, 3 vols., and numerous other Works of Reference and Practice. The Reports in the Courts of Chancery, Common Pleas, King's Bench, Queen's Bench, Nisi Prius, Exchequer, Bankruptcy, and other Courts; Ecclesiastical and Admiralty Cases. A set of the New Law Reports, &c., &c. The whole in excellent condition.

To be viewed and catalogues had.

Monmouthshire.—Llangovan and Raglan.—A highly attractive Freehold Residential Estate, containing 123a. 3r. 20p., called Little Llangovan Farm, situate in the parishes of Llangovan and Raglan, Monmouthshire, near the Raglan Footpath and Dingestow Railway Stations, and within easy distance of the market towns of Monmouth, Usk, and Abergavenny.

MR. MATTHEW JONES will SUBMIT the above to PUBLIC AUCTION, in Two Lots, at the BEAUFORT ARMS HOTEL, MONMOUTH, on MONDAY, FEBRUARY 12, 1872, at Two for Three o'clock in the afternoon precisely, subject to such Conditions of Sale as will be then produced. The estate is beautifully situate on a gentle elevation, in one of the most picturesque parts of the county, and is well supplied with water. It will be offered in the following Lots:—

LOT 1.—A FREEHOLD FARM, consisting of a comfortable and commodious farmhouse in tenantable repair, with agricultural buildings of a thoroughly substantial character, including excellent stabling, barn, cattle-sheds, cider-mill house, granaries, wagon house and piggeries, and other outbuildings in good repair, and 100a. 2r. 26p. or thereabouts, of arable and pasture land. This Lot, which is situate in the parish of Llangovan, lies within a ring fence, and is approached by good roads. Two brooks of never-failing water run through the estate.

LOT 2.—FOUR PIECES or PARCELS of FIRST-RATE MEADOW LAND with a productive Orchard, containing by admeasurement 23a. 0r. 34p. or thereabouts, situate in the parish of Raglan, and within a mile of the Raglan Footpath Railway Station. This property is bounded on one side by an excellent trout stream. The land is of good quality, and by a small outlay of capital its value would be greatly enhanced.

The above Estate affords to capitalists either for occupation or investment an opportunity rarely to be met with. There is every facility for the enjoyment of Hunting, Fishing, and Shooting, in the neighbourhood.

Immediate possession can be had, and a considerable portion of the purchase money may remain on mortgage.

Further Particulars, and Plans of the Estate, can be obtained upon application to MR. WILLIAM POWELL, the proprietor; Messrs. LAWRENCE and GOODMAN, Land Surveyors, Newport; the AUCTIONEER, Agincourt-square, Monmouth; or to

Mr. JOSEPH GIBBS, Solicitor, Newport, Monmouthshire.

Dated, Auctioneer's Office, Agincourt-square, Monmouth, Jan. 22, 1872.

TO CAPITALISTS.—To be SOLD, to pay 4 per cent. on the Rental, a Valuable FREEHOLD LANDED ESTATE, most desirably situated in a pleasant county in England.—For further particulars address, in the first instance, to "R. N.," care of Messrs. Dawson and Sons, Advertising Agents, 121, Cannon-street, London, E.C.

FREEHOLD GROUND RENT of £18, arising out of two commanding well-built Houses with Shops, High-road, Sydenham, will be SOLD for £380, being only twenty-one years' purchase.—Apply "D.," 29, Colebrooke-row, Islington.

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HENRY GREEN (many years with the late George Reynell) Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of *his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices*, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Officially stamped forms for advertisements and file of *London Gazette* kept.

PRIVATE INQUIRIES in Divorce, Libel, Election, and all Cases requiring Detective Tact, and Professional Experience. At Home and Abroad. Strict Fidelity and Despatch. French, German, and Spanish.—BURCHELL and Co., 209, Gresham House, 24, Old Broad-street, E.C.

WANTED, an Active and Responsible PARTNER to join in an old and good Job Master's and licensed Horse Dealer's Business, of twenty years' standing. None but responsible persons of capital need apply.—Applications to be sent to Mr. FREELAND FILLITER, Solicitor, Wareham, Dorsetshire.

DEATH or INJURY from ACCIDENT, with the consequent LOSS of TIME and MONEY, provided for by a policy of the RAILWAY PASSENGERS ASSURANCE COMPANY, against ACCIDENTS of ALL KINDS. An annual payment of 3l. to 6l. 5s. insures 1000l. at death, or an allowance at the rate at 6l. per week for injury. 650,000l. has been paid as compensation, one out of every twelve Annual Policy Holders becoming a claimant each year.—For particulars apply to the Clerks at the Railway Stations, to the Local Agents, or at the Offices, 64, Cornhill, and 10, Regent-street, London.

WILLIAM J. VIAN, Secretary.

London and County Banking Company.

(ESTABLISHED 1836.)

Subscribed Capital, £2,500,000, in 50,000 Shares of £50 each. Paid-up Capital, £1,000,000 Reserve Fund, £500,000.

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PHILIP PATTON BLYTH, Esq.	WILLIAM CHAMPION JONES, Esq.	ABRAHAM HODGSON PHILLPOTTS, Esq.
THOMAS STOCK COWIE, Esq.	EDWD HARBORD LUSHINGTON Esq.	FREDERICK YOULE, Esq.

Trustees—P. P. BLYTH, Esq., F. HARRISON, Esq., and W. CHAMPION JONES, Esq.
Auditors—WILLIAM JARDINE, Esq., WILLIAM NORMAN, Esq., and RICHARD H. SWAINE, Esq.
General Manager—WILLIAM MCKEWAN, Esq. *Chief Inspector*—W. J. NORFOLK, Esq.
Inspectors of Branches—H. J. LEMON, Esq., and C. SHERRING, Esq. *Chief Accountant*—JAMES GRAY, Esq.
Solicitors—Messrs. STEVENS, WITKINSON, and HARRIES.
Secretary—F. CLAPPISON, Esq.
HEAD OFFICE—21, LOMBARD-STREET.
Manager—WHITEHEAD TOMSON, Esq. *Assistant-Manager*—WILLIAM HOWARD, Esq.

AT the ANNUAL GENERAL MEETING of the PROPRIETORS, held on THURSDAY, the 1st FEB. 1872, at the City Terminus Hotel, Cannon Street Station, the following REPORT for the Half-Year ending the 31st DEC. 1871, was read by the Secretary, WILLIAM CHAMPION JONES, Esq., in the Chair.

The Directors, in submitting to the Proprietors the Balance Sheet of the Bank for the Half-year ending the 31st December last, have the satisfaction to Report that after paying Interest to Customers and all charges, allowing for Rebate and making provision for Bad and Doubtful Debts, the net profits amount to £69,093 3s. 11d. This sum, added to £4449 17s. 4d. brought from the last account, produces a total of £102,543 3s. 3d.

The usual dividend of 4 per cent. for the half year is recommended, together with a bonus of 3l per cent., both free of income tax, which will absorb £85,000, and leave £7543 3s. 3d. to be carried forward to profit and loss new account. The present dividend and bonus added to the June payment will make 18l per cent. for the year 1871.

The directors have to announce the retirement of their esteemed colleague, Lord Alfred Hervey, in consequence of his acceptance of the office of Secretary of Legation at Munich. Abraham Hodgson Phillpotts, Esq., has been elected a director in his stead, in accordance with the provisions of the deed of settlement.

The directors retiring by rotation are:—Philip Patton Blyth, Esq., James Morley, Esq., and Abraham Hodgson Phillpotts, Esq., who, being eligible, offer themselves for re-election.

The dividend and bonus, together, £1 15s. per share, free of income tax, will be payable at the head office or at any of the branches on or after Monday, the 12th inst.

BALANCE SHEET OF THE LONDON AND COUNTY BANKING COMPANY, DEC. 31, 1871

DR.	£	s.	d.	CR.	£	s.	d.
To Capital paid up	1,000,000	0	0	By cash on hand at head office and branches, and with Bank of England	2,241,002	6	8
To Reserve Fund	500,000	0	0	Cash placed at call and at notice, covered by securities	2,807,371	10	8
To amount due by the Bank for Customers Balances, &c.	16,116,730	5	9		5,048,633	17	4
To Liabilities on Acceptances covered by Securities	2,778,016	6	7	Investments, viz.: Government and guaranteed stocks	1,379,989	9	3
	18,894,746	12	4	Other stocks and securities	124,845	0	4
To profit and loss balance brought from last account	4,449	17	4		1,504,834	9	7
To gross profit for the half-year, after making provision for bad and doubtful debts, viz.	283,231	19	10	Discounted bills and advances to customers in town and country	19,941,353	5	6
	287,681	17	2	Liabilities of customers for drafts accepted by the bank (as per contra)	2,778,016	6	7
					13,719,369	12	1
				Freehold Premises in Lombard-street and Nicholas-lane, freehold and leasehold property at the Branches, with fixtures and fittings	248,317	17	4
				Interest paid to customers	32,647	9	1
				Salaries and all other expenses at head office and branches, including income-tax on profits and salaries	107,925	4	1
	£20,382,428	9	6		£20,382,428	9	6

PROFIT AND LOSS ACCOUNT.

DR.	£	s.	d.	CR.	£	s.	d.
To interest paid to customers, as above	32,647	9	1	By balance brought forward from last account	4,449	17	4
Expenses	107,925	4	1	Gross profit for the half-year after making provision for bad and doubtful debts	283,231	19	10
Rebate on bills not due, carried to new account	24,561	0	9				
Dividend of 4 per cent. for half-year	60,000	0	0				
Bonus of 3l per cent.	25,000	0	0				
Balance carried forward	7,543	3	3				
	£287,681	17	2		£287,681	17	2

We, the undersigned, have examined the foregoing Balance Sheet, and have found the same to be correct.
(Signed) W. JARDINE,
WILLIAM NORMAN,
RICHARD H. SWAINE.
} Auditors.

London and County Bank, Jan. 25, 1872.

The foregoing Report having been read by the Secretary, the following Resolutions were proposed and unanimously adopted:—

1. That the Report be received and adopted, and printed for the use of the Shareholders.
2. That a dividend of 4 per Cent., together with a Bonus of 3l per Cent., both free of Income Tax, be declared for the Half-year, ending the 31st Dec. 1871, payable on and after Monday, the 12th instant, and that the balance of £7543 3s. 3d. be carried forward to the new account.
3. That Philip Patton Blyth, James Morley, and Abraham Hodgson Phillpotts, Esquires, be re-elected directors of this company.
4. That the thanks of this meeting be given to the Board of Directors for the able manner in which they have conducted the affairs of the company.
5. That William Jardine, William Norman, and Richard Hinds Swaine, Esquires, be elected auditors for the current year, and that the thanks of this meeting be presented to them for their services during the past year.
6. That the thanks of this meeting be presented to the general manager, and to all the other officers of the bank, for the zeal and ability with which they have discharged their respective duties.
(Signed) W. CHAMPION JONES, Chairman.

The chairman having quitted the chair, it was resolved, and carried unanimously—
7. That the cordial thanks of this meeting be presented to William Champion Jones, Esquire, for his able and courteous conduct in the chair.
(Signed) WILLIAM NICOL, Deputy-Chairman.
Extracted from the Minutes.
(Signed) F. CLAPPISON, Secretary.

LONDON and COUNTY BANKING COMPANY.—NOTICE IS HEREBY GIVEN that a DIVIDEND on the capital of the Company, at the rate of 6 per cent., for the half-year ending 31st December 1871, with a BONUS of 3l per cent. will be PAID to the Proprietors, either at the Head Office, 21, Lombard-street, or at any of the Company's Branch Banks, on or after MONDAY, the 12th instant.
By order of the board,
21, Lombard-street, Febuary 2nd, 1872. W. MCKEWAN, General Manager.

Printed and published by HORACE COX, at 10, Wellington-street, Strand, London, W.C., in the County of Middlesex.—Saturday, February 3, 1872.