Butterworth's Fortnightly Notes.

" The law of reason or human nature is that which men by discourse of natural reason have rightly found out themselves to be all for ever bound unto in their actions."
—Hooker.

TUESDAY, FEBRUARY 21, 1928.

SPECIAL ANNOUNCEMENT.

When this Journal was founded three years ago, its chief object was to supply promptly notes of the decisions of the Superior Courts. It soon became clear, in consequence of the generous support accorded by practitioners, that its function was to become somewhat wider. During the period covered by the current volume, which this issue completes, all the features which should find place in a legal journal have been included. The result has been, therefore, that the change in character and content has made the present title hardly representative of the publication. It has frequently been suggested of late by practitioners that a title more indicative of its present purpose should be adopted. In conformity with this general desire, therefore, the next issue of this Journal will be published under the title of **" The New Zealand Law Journal."**

The Journal will be enlarged by the addition of further features. Included among these features will be a series of Biographical Sketches. By the courtesy of the subjects also, these biographical sketches will be accompanied by a photographic portrait produced on an art paper supplement. These supplements will be so inserted that they can either be bound with the volume or removed from the Journal without being impaired, for framing.

With the first issue of Volume IV will commence the articles by Mr. H. F. Von Haast on the " Principles of Insurance Law." The claims upon the space of the Journal were so insistent during last year that this feature could not heretofore be accommodated. Mr. Beattie, having finished the historical portion of his survey of the Law of Bankruptcy, will continue his exposition of this subject, dealing more particularly with the development of the Statute and Case Law in New Zealand. Mr. C. Palmer Brown will continue his very interesting " New Zealand Conveyancer."

The Editor thanks the many practitioners who have so generously assisted with contributions and suggestions, and hopes that they will continue in their generosity, thus making the Journal under its new title of greater help to the members of the Legal Profession.

THE EARL OF OXFORD AND ASQUITH.

Much will be said and written of the Earl of Oxford and Asquith as a Politician. From the viewpoint of the Lawyer it may be said that Asquith passed from Oxford through the Temple to the House of Commons. Yet the Law can claim him for one of her own. Truly he represented the Jowett tradition at its best. Balliol moulded his mind, which was a superior mind. It was the superiority of quality which was apparent. The undergraduate jibe which ever clung to another great Jowett Student—

" My name is George Nathaniel Curzon,
I am a most superior person "

could not have applied to Asquith because of an innate modesty. Not that he had any underestimate of his own endowments; he was quite sure of himself. He never displayed those qualities which, for instance, in the Earl of Birkenhead, denote the ruthless pusher. To illustrate the point: F. E. Smith, with some other prospective Conservative candidates, was put up to make a ten-minutes speech, but continued for an hour regardless of those who were to follow him. Winston Churchill, when making his maiden speech in the House of Commons, requested a friend to give way. This surely is better. Asquith, on the other hand, would have found his occasion without the request even to another to give way. He could not have acted as Smith did, and probably would not have acted as Churchill did, although that was nothing to the latter's discredit.

The success of Asquith at Oxford, a First Class and Craven Scholarship, did not bring to him any great advantage on commencing his career as a Barrister. It is difficult now to say whether the Law helped him in politics or whether politics helped him in the Law. Probably the truth is that each contributed to his success. At any rate success came to him concurrently in both fields. He won the East Fife Seat in 1886 on the Home Rule issue, and held it for the best part of his career. In the following year he defended R. B. Cunningham Grahame who was prosecuted with Mr. John Burns, at the Old Bailey, for leading a mob against the police, who had prohibited a public meeting being held in Trafalgar Square. Sir Edward Clarke and Webster conducted the prosecution. Asquith, although not successful, became, in consequence, a popular figure. He was Junior to Sir Charles Russell before the Parnell Commission, and was entrusted with the cross-examination of the important witness Macdonald, a shrewd, intelligent Scot. Asquith's brilliant cross-examination completely discredited this witness, and as completely established the cross-examiner in a national reputation as an advocate. In 1892 Mr. Gladstone chose him to move the amendment to the address which expelled the Tory Government from office. Mr. Gladstone gave Asquith the Home Secretaryship when he was only forty years of age; an appointment which was fully justified. During his term of office, some industrial disturbance occurred in the North of England. The civil authorities considered the situation out of hand. Asquith, as Home Secretary, assented to military intervention. Subsequently several people were killed during the rioting. After that the cry " Featherstone, Featherstone, Murderer," was hurled at him. It was without justification, as was the subsequent phrase " Wait and see," to indicate a dilatory policy. The latter phrase was frequently used by him when questioned as to the contents of the now famous 1909 Budget before it was introduced to the House. From 1895 to 1905 he carried on an extensive Barrister practice, combining with it a heavy share of the political affairs of his party. Upon Mr. Campbell Bannerman becoming the Liberal Prime Minister in 1905, Asquith, for the first time, since the example of Pitt, passed from the practice of the Bar to the office of Chancellor of the Exchequer. The Lord Chancellorship might have come to him with the entire acceptance of the profession. Upon his elevation to the Premiership, in 1908, he was banqueted at the Inner Temple, the toast of

"Asquith" being proposed by Sir Edward Clarke. Upon that occasion Sir Edward said:—

"In both arenas, the arena of the Court, and the arena of politics, some of us have watched him from year to year, and what have we found? We have found either a stout ally or a fair and courteous opponent; a masculine intellect well equipped with the learning of the schools and the wisdom of the marketplace; a firm and rapid judgment; courage and patience in difficult times; argument strong and clear, free from trivial personalities or from the petty tricks of dialectics, and clothed in felicitious and often brilliant phrase. That is the Asquith I have known."

For eight years he held the highest office in the Realm. He carried the Empire into the war, and with his "unsheathing the sword" speech thrilled the House as it had not been thrilled since John Bright delivered his famous "Angel of Death" speech. Of his contest with Lloyd George it is difficult here to judge whether opportunist Lloyd George seized the psychological moment to grasp the reins of office impelled by a thirst for power or patriot Lloyd George because he felt that he could the more effectively achieve victory, brushed his leader aside, cannot yet, if ever, be decided. But there can be no greater example of patriotism prevailing over personal ambition than that displayed by Asquith in his conduct after relinquishing office.

And so, in the fullness of time, Asquith at the age of seventy-five years, on February 15th, passed on with the approval of his career by Oxford, a respect for his judgment and character by the Empire, and the warm regard and the deep appreciation of the profession to which he belonged, and by which he was the more fully understood, and, because of it, the more greatly admired.

TERRITORIAL WATERS.

Regulations have been issued by the British Government prohibiting the discharge of oil upon the surface of the ocean within fifty miles of the coast of Great Britain. This again raises the much-discussed question of International Law respecting jurisdiction over the ocean. Ignoring those extravagant claims which England made of old time, "these vain and extravagant pretensions," as Cockburn C.J. expressed it, "having long since given way to the influence of reason and common sense," there have been not infrequent endeavours to extend the jurisdiction of States to the High Seas. America laid claim during the Alaska Territory dispute to an extent of water 1,500 miles by 900 miles; but the claim was not seriously pressed. The three-mile limit became generally adopted in recent International Conventions and Municipal Acts. This limit was based upon the distance which could be reached by a cannon shot fired from the shore.

In 1894 the Institute of International Law unanimously recommended that the limit be six miles. In 1910, however, at the Newfoundland Fisheries Arbitration, the three-mile limit was prescribed.

In 1922 America proposed a treaty with Great Britain giving the right of search within twelve miles of the American coast. This was suggested to aid the suppression of liquor smuggling. The right to search a British ship within one hour's steam from the coast was, however, substituted, but the principle of the three-mile limit was preserved as the limit of territorial waters.

SUPREME COURT.

Sim J. December 8, 12, 1927.
Nelson.

KERR v. LOUISSON.

Money-lenders—Practising Solicitor—Whether Carrying On Concurrent Business of Money-lender—Non-Registration as Money-lender—Number of Loans Made at Higher Rate than Ten per cent.—Whether Solicitor Within Exception of Section 2 (d) of Money-lenders Act 1908—Loan on Security of Indorsed Cheque Subsequently Dishonoured—Time Given to Indorser—Fresh Cheque Drawn by Indorser—Illegality of Original Transaction—Whether Second Cheque Tainted with Illegality.

In September, 1927, the plaintiff lent a sum of £360 to one Crequer on the security of a cheque drawn by Crequer on the Union Bank of Australia Ltd., Nelson, and indorsed by the defendant. The cheque was dishonoured and the plaintiff threatened to sue the defendant for the amount thereof. The plaintiff agreed to give time to the defendant, who thereupon gave the plaintiff his own cheque for £360 drawn on the National Bank of New Zealand, Nelson. This cheque being dishonoured on presentation, the plaintiff sued the defendant for the amount thereof. The facts as to the defence of the illegality of the transaction appear in the note of the judgment.

Rout for plaintiff.
Fell for defendant.

SIM J., said that the only defence relied on at the hearing was that the plaintiff was an unregistered money-lender, that the transaction with Crequer was consequently illegal, and that the plaintiff could not recover the amount of defendant's cheque because it had been given in connection with such illegal transaction.

The first question to be determined was whether or not the plaintiff was a money-lender within the meaning of the Money lenders Act 1908. The plaintiff was a solicitor and carried on the practice of his profession in Nelson. But a man might be both a solicitor and a money-lender, and if the plaintiff carried on the actual business of a money-lender as well as the vocation of a solicitor then, as McCardie J., said in **Edgelow v. MacElwee** (1918) 1 K.B. 205, 208, his professional calling would not free him from the requirement of registration under the Money-lenders Act. His Honour read the definition of "money-lender" in Section 2 of the Act, and said that it was a question of fact in each case whether or not a person was carrying on the business of money-lending, and in order to establish that he was carrying on such a business it was necessary to prove some degree of system and continuity in his money-lending transactions: **21 Halsbury** 44—for the carrying on of a business implied a repetition of acts, and excluded an isolated transaction: **Smith v. Anderson** 15 Ch. D. 247, 277. It had been said by Farwell J., in **Litchfield v. Dreyfus** (1906) 1 K.B. 584, that the Act was intended to apply only to persons who were really carrying on the business of money-lending as a business, but not to persons who lent money as an incident of another business, or to a few old friends by way of friendship. His Honour referred also to **Newton v. Pyke,** 25 T.L.R. 127; **Furber v. Fieldings Ltd.,** 23 T.L.R. 362; and **Newman v. Oughton** (1911), 1 K.B. 792.

The plaintiff had produced a long list of loans made by him since June, 1926. For the purposes of the question under consideration it was immaterial whether the remuneration for those loans was interest or a share of profits. The plaintiff had said that all the persons on the list to whom he lent money were either clients or friends. It was impossible to believe that all those loans were made merely for the purpose of obliging clients or friends, and not in the way of business. His Honour found as a fact that in September last the plaintiff was carrying on the business of money-lending concurrently with his business as a solicitor. *Prima facie*, therefore, he was a money-lender within the meaning of the Act, and he was not entitled to say that he was lending money in the course and for the purposes of his business as a solicitor, so as to bring his case within clause (d) of section 2, because in a number of cases he charged more than ten per cent. interest. In that respect the New Zealand Act was different from the English Act. Being an unregistered money-lender the plaintiff was precluded from enforcing any contract made in the course of his money-lending business: **Bonnard v. Dott** (1906) 1 Ch. 740. The result was that the plaintiff was not entitled to recover the amount of the first cheque, and, in His Honour's opinion, he was not in any better position in connection with the cheque sued on. Mr. Rout had contended that he was in a better position, and relied on the cases

of **Turner v. Hulme,** 4 Esp. 11, and **Bubb v. Yelverton,** L.R. 9 Eq. 471, as authorities for that view of the matter. In **Turner v. Hulme,** Lord Kenyon held that the usury which affected the first note did not affect the second note. That decision appeared to be in direct conflict with the case of **Chapman v. Black,** 2 B. & Ald. 588, in which the Court of King's Bench held that the usury rendered the new bill void. That case and **Hay v. Ayling,** 16 Q.B. 423, were cited in Chalmers' Bills of Exchange Act (4th Ed.) 225, as authority for the proposition that when the holder of a renewed bill could not have maintained an action on the original bill, because the consideration was illegal, he could not sue on the renewed bill. Those cases were authority for holding that the taint of illegality which affected the first cheque extended to the cheque sued on.

Judgment for defendant.

Solicitors for plaintiff: **J. R. Kerr,** Nelson.
Solicitors for defendant: **Fell and Harley,** Nelson.

Adams J. December 6, 19, 1927.
Christchurch.

MAYOR, ETC., OF CHRISTCHURCH v. PYNE GOULD GUINNESS LTD.

Rating—Lease by Crown of Public Reserve Subject to Public's Right of Access to Land for Recreation and Other Purposes—Exclusive Possession Not Conferred—Lease or License—Whether Licensee Liable for Rates—"Occupier"—Rating Act 1925, Section 2.

Action to recover £332 10s. 10d. for city rates.

The defendant was lessee from His Majesty the King of part of Hagley Park, which was a public reserve vested in His Majesty under the Public Reserves and Domains Act 1908. The term of the lease was three years from 1st November, 1925. The lease provided *inter alia* that the lessee should depasture sheep only on the demised premises and keep the land sufficiently stocked with sheep to keep down the grass and avoid danger of grass fires; should not interfere with the footpaths or rides then existing, or to be made by the Domain Board, or do or suffer anything infringing on the rights or liberties of the public to enter on the land for recreation purposes or any other privileges theretofore enjoyed by the public, or prevent the public or football, cricket, and other clubs or persons from using it for such purposes or as might thereafter be sanctioned by the Board, or prevent such uses of the land by territorial or defence forces as might be so sanctioned. The lease reserved to the lessor or the Domain Board the right to enter and make any further enclosures, footpaths, and other reservations and to erect any buildings on the land and provided that if the Board made any fence enclosures or reservations which were not to be used for grazing purposes by the lessee the rent was to be reduced pro rata during the period within which such enclosures were made. The public had the right of access to all parts of the land at all times, and there were a number of football clubs and a golf club using grounds within the demised premises, one of the football grounds being electrically lighted for night play. The golf club held a yearly license.

R. J. Loughnan for plaintiff.
Donnelly and Wanklyn for defendant.

ADAMS J. said that counsel for the plaintiff had contended that the defendant was an "occupier" within the meaning of that term as defined in the Rating Act 1925, Section 2. To support that argument it had to be shown that the defendant came within the first part of the definition in clause (a) as "the "person by whom or on whose behalf the rateable property "is actually occupied . . . . by virtue of a tenancy which was "for not less than six months certain"; or that the defendant was a lessee or licensee of lands of the Crown under a tenancy within the last limb of the clause. The question therefore was whether the deed created a tenancy.

Now it is clear that the defendant in no sense had the exclusive possession of the land purported to be demised. An instrument was not a lease, although it contained the usual words of demise, if its contents showed that it was not the intention of the parties that exclusive possession should be given: **Solicitor-General v. Mayor, etc., of Wellington,** 21 N.Z.L.R. 1, per Williams J., at p. 7; **Woodfall on Landlord and Tenant,** 21st Edn., p. 155; **Foa on Landlord and Tenant,** 6th Edn., pp. 7, 8. His Honour referred also to **Tonks v. Mayor, etc., of Wellington,** 27 N.Z. L.R. 617. In accordance with those authorities His Honour thought that the instrument in the present case, though purporting to be a lease, was in effect no more than a license to depasture sheep on such parts of the land described as might from time to time be available for that purpose, subject always to the dominant rights of the public under the Canterbury Association's Reserves Ordinance, Session V., 1855, Number 2. The word "licensee" (*sic*) in the last limb of clause (a) referred to the tenancies created by license under the Land Acts, Mining Acts, and other statutes dealing with lands of the Crown, which conferred upon the licensee the right of exclusive occupation. The defendant was not therefore the occupier of any part of the land within the meaning of that term in the Rating Act.

Judgment for defendant.

Solicitors for plaintiff: **Izard and Loughnan,** Christchurch.
Solicitors for defendant: **Raymond, Stringer, Hamilton and Donnelly,** Christchurch.

Reed J. December 16, 1927.
Auckland.

IN RE WILLIS C. RAYMOND LTD. (IN LIQUIDATION)

Company—Voluntary Winding-up—Priorities—Liquidator's Expenses and Disbursements—Secured Creditors—Only Liquidator's Costs Properly Incurred in Realising Properties Subject to Security Entitled to Priority Over Claims of Secured Creditors—"Assets"—Companies Act 1908, Section 232.

Summons under Section 226 of the Companies Act 1908 to determine certain questions arising in the course of the winding-up of this company. The company was in voluntary liquidation and the assets were insufficient to pay the debenture-holders and the costs of liquidation. The Court was asked to determine whether the Liquidator's expenses and payments made by him, the nature of which appears sufficiently from the report of the judgment, took priority over the debenture.

Clarke for Liquidator.
Beattie for Debenture-holders.

REED J. read Section 232 of the Companies Act 1908, and said that the provisions of that section had been statute law for many years both in England and New Zealand, the corresponding section, in the present statute law of England, being Section 196 of the Act of 1908. In **Palmer's Company Law,** 12th Edn., 450, as well as in the **Precedents,** Part II, 900, it was stated that Section 196 did not give priority over secured creditors of the company except so far as the liquidator's costs were costs of preservation or realisation, of which the secured creditors had had the benefit. To the same effect was **Gore-Brown on Joint-Stock Companies,** 35th Edn., 596; see also **5 Halsbury's Laws of England,** 894. The authority primarily relied upon in the text-books for the above statement was **Regents Canal Ironworks Coy. Ex Parte Grissel,** 3 Ch. D. 411. It had been submitted by counsel for the Liquidator that that case, and **Re Oriental Hotels Coy.** L.R. 12 Eq. 126, and **In re Ormerod Grierson and Co.** (1890) W.N. 217, were all cases of voluntary winding-up under the supervision of the Court, and that the decisions, therefore, did not justify the statements made in the text-books as regards a voluntary winding-up not under the supervision of the Court. His Honour was unable to see that there was any difference between a voluntary winding-up and one under the supervision of the Court, as affecting the principle upon which those cases were decided. The broad principle was as stated by Williams J. in **The J. G. Ward Farmers' Association Ltd. Ex Parte Cooke,** 16 N.Z.L.R. 322, at 323, 324: "When a company is in liquidation a secured creditor who "comes in under the liquidation cannot be burdened with any "part of the general costs of liquidation. The Liquidator "is entitled to be indemnified out of the property subject to "that security the cost of realising it, and no more." That statement of the law was of general application and was not confined to any particular form of winding-up a company. His Honour adopted the language of Brett J. in the **Regents Canal Case** (*supra*) at p. 424: "The debenture-holders, by the terms "of the mortgage to them, have a mortgage on (certain property "of the company), and that was a first charge upon it, ... and "no order of any Court could take away that priority from them." It was by the application of that general principle that the very specific provision in Section 232 as to the priority of a Liquidator's claim in the case of a voluntary winding-up had been held not to take priority of securities held. It followed that the word "assets" in Section 232 must be interpreted as "free assets" and that as stated by Williams J., in the **J. G. Ward Case** (*cit. sup.*): "If there were no free assets, the Liquidator, "if he incurred expense beyond what was necessary for the "realisation of the security, must bear it himself."

It had been stated that some of the payments made by the Liquidator were preferential debts, including wages to workmen and certain Crown debts. As to the former there was no claim against the debenture-holders unless the wages were incurred in realising the security; as to the latter His Honour had no information as to the nature of the alleged Crown debts, but it was difficult to see how any debt to the Crown, unless actually due in respect of the security, e.g., land tax, could take priority of the debenture-holders' claim.

It might appear hard that a Liquidator should lose his remuneration and even lose money paid out in respect of the liquidation, but after all, as pointed out by James L.J. in the **Regents Canal Case** (*cit. sup.*) at p. 426, "Those who rendered "services to an insolvent company, or an insolvent person, "frequently found they had to go without payment, and the "Liquidator should not have incurred disbursements which "he had no means of being reimbursed; a liquidator should "look into the matter before he incurred expenses and made "himself liable," and His Honour might add, should see where his remuneration was to come from before he undertook the duty which was, after all, entirely voluntary.

The order would be that the costs of the Liquidator properly incurred in realising the properties comprised in the debenture security were to be paid out of the amount realised on same and subject thereto the amount so realised belonged to the debenture-holders.

Solicitors for Liquidator: **McLeod and Clarke,** Auckland.
Solicitors for Debenture-holders: **Beattie and Short,** Auckland.

Herdman J. December 5, 14, 1927. Hamilton.

CARR v. GUARDIAN ASSURANCE CO. LTD. AND OTHERS.

Insurance—Accident—Workers' Compensation—Policy Insuring —"Employees of Assured Engaged in His Business as a Farmer"—Casual Employee—*Carpenter Employed to Convert* Implement Shed into Dwelling for Farm Employees—Injury in Course of Employment—Compensation Recovered—Whether Assured Entitled to be Indemnified under Policy.

Action on Workers' Compensation Policy for moneys which plaintiff had been called upon to pay under the Workers' Compensation Act 1922 as compensation for an injury suffered by one Johnston, a carpenter, whilst in the plaintiff's employment. The plaintiff's claim against the other defendants, Cracknell and Crimp, was held on the facts by Herdman J. to be without foundation. The plaintiff was a farmer, and in 1926 possessed two adjoining farms. He sold one of the farms retaining the other of about 80 acres fit for dairying. After the sale the plaintiff determined to utilise an implement shed on the farm retained as a residence for his milkers, and accordingly employed Johnston to alter the structure so as to render it habitable for the married couple who were to undertake the milking. The work involved the erection of partitions and of outside weather boards. Johnston injured himself in the course of the work and eventually recovered in the Arbitration Court judgment against Carr for £3 15s. 0d. per week from 15th September, 1926, to 25th May, 1927, and thereafter, for the statutory period, for £1 10s. 0d. per week. The policy sued upon provided:—

"The Company shall . . . pay and make to the Assured all "sums which the Assured shall become liable to pay under or "by virtue of 'Workers' Compensation Act 1922,' or by the "Common Law as and for compensation for personal injury "caused by accident occurring during the existence of this "Policy to any worker while engaged in the Assured's work "in any of the occupations specified in the Schedule hereto." "In the Schedule on the back of the Policy under the heading "'Description of Workers' appeared the words 'Employees "of the Assured engaged in his business as a Farmer.'"

H. T. Gillies for plaintiff.
G. P. Finlay for defendant Company.
F. A. Swarbrick for defendants Cracknell and Crimp.

HERDMAN J. said that he had to determine on the facts proved whether Johnston who was a "worker" within the meaning of the "Workers' Compensation Act 1922" was, when he suffered injury, engaged in the plaintiff's work as a farmer. Johnston was a casual worker, but in carrying on the occupation of farming the employment of casual labourers was common and inevitable. It had been conceded by counsel for the defendant Company that the Policy entitled an employer to claim indemnity for compensation awarded to casual employees. Just as erecting or altering feed-boxes or a pig-stye was part of the general work on a farm so, His Honour thought, was the work of altering a farm building to meet the exigencies of the general farm work. Without making provision for quarters for the milkers the work of the dairy farm could not have been carried on. The expression "farming" meant something more than the mere milking of cows, the shearing of sheep, or the tilling of the soil. Work done in the way of improving farm property such as fertilising the land, subdividing a farm into paddocks, planting shelter trees, draining, and improving the farm buildings must surely be covered by the term "farming." When a casual hand was employed to alter a building in the ordinary course of carrying on the business of a farm; when he was employed to do something which many a farmer himself did in the usual course of his business, then His Honour thought the casual worker could be said to be employed in the occupation of farming.

His Honour's attention had been called to a number of cases decided in England in which an interpretation of Section 13 of the Workmen's Compensation Act 1906 was given; that section definitely excluded from the term "workman" a casual labourer who was employed otherwise than for the employer's trade. On the other hand the policy under which the plaintiff claimed definitely included employees engaged in his business as a farmer. That appeared to cover the case of any permanent or casual farm hand employed by the plaintiff, and in order to determine whether an employee answered that description His Honour knew of no reason which obliged him to place a narrow interpretation upon the term. His Honour referred to **Manton v. Cantwell** (1920) A.C. 781, in which case, although on the facts proved the employee was held to be a workman, an artificial limit was placed upon the meaning of the term "workman." On the other hand no limitation was placed on the meaning of the words used in the policy. If a worker was engaged in the assured's work, as Johnston certainly was, and if the work was "in the occupation of farming," then the assured was entitled to be indemnified. After all the question depended solely upon the facts proved and upon the interpretation of the contract made between the plaintiff and the defendant Company. And when in the end one came to interpret the contract the rule in **Cornish v. Accident Insurance Company,** 23 Q.B.D. 456, applied: "In a case on the line, "in a case of real doubt, the policy ought to be construed most "strongly against the insurers; they frame the policy and in-"sert the exceptions."

The facts showed that when Johnston was employed he was employed to do work which constituted part of the actual farming operations at that time, and accordingly he was an employee of the plaintiff within the description of workers contained in the schedule to the policy.

Solicitors for plaintiff: **Gillies and Tanner,** Hamilton.
Solicitor for defendant Company: **G. P. Finlay,** Auckland.
Solicitors for defendants Cracknell and Crimp: **Swarbrick and Swarbrick,** Hamilton.

BANKRUPTCY AMENDMENT ACT.

As some misapprehension exists as to the correct interpretation of Section 7 of the new Act, prohibiting the publication of reports of the examination of a bankrupt before an Official Assignee, the following explanation by the Attorney-General (the Hon. F. J. Rolleston) makes the matter clear:—

> "The section does not apply to meetings of creditors, but only to special examinations of bankrupts by the Assignee for the special purpose of gaining information from the bankrupt or any other party in regard to the bankrupt's affairs. It is specially designed to prevent the publication of the business transactions of other people who have had dealings with the bankrupt."

Mr. Rolleston also explained that the reporting of the proceedings of meetings of creditors remains as before, and that it is competent for all such proceedings, including the statement of the bankrupt, to be published.

SUMMARY OF LEGISLATION, SESSION 1927

(*Continued from page 275*)

Property Law Amendment. (No. 49; 6d.; 24th November, 1927). Easements of light and air may now be made in perpetuity, if registered within 12 months of execution, and if sufficiently precise, but (perhaps) not so as to limit the height of a building on the servient tenement. To meet the case of commorientes, a presumption is declared of death in order of seniority. The Mortgages Final Extension Act 1924 is repealed as spent. The right to obtain a discharge of a mortgage by payment to the Public Trustee in cases where the mortgagee is absent abroad is extended to cases where the mortgagee is dead.

Rent Restriction Continuance. (No. 72; 6d.; 5th December, 1927, but retroactive to 1st August, 1927). Part I of the War Legislation Amendment Act 1916 is further continued till 1st May, 1928, and the commencement of the Rent Restriction Act 1926 is correspondingly deferred. There is one enactment of substantive law: a landlord who has entered into a binding contract for the sale of a dwellinghouse may apply to a Magistrate for an order for possession thereof within 3 months of the date of hearing.

Stamp Duties Amendment: noted in Part 6 below (Revenue and Finance).

5. LOCAL GOVERNMENT.

Counties Amendment. (No. 22; 6d.; 21st October, 1927). Signatures to a petition can no longer be withdrawn before the petition is acted upon; reversing, as far as the Counties Act is concerned, the effect of **Exparte Wright.** 7 G.L.R. 383, and **Bremer v. Patea County,** (1925), G.L.R. 261. The section disqualifying councillors who contract with the council is redrawn, with extended exemption "in special cases to be previously approved by the Audit Office." By-laws for licensing vehicles using county roads may no longer be made, but new by-law-making powers cover danger from fire, fire-escapes, zoos, and advertising hoardings. Councils may acquire land for recreation purposes as a public work, reversing, as far as counties are concerned, the effect of **Melanesian Mission Trust Board v. Tamaki Road Board** (1925) N.Z.L.R. 415. An important section imposes a six-months' limitation on actions against county councils, makes it necessary to give one month's notice before action brought, and requires persons injured to submit to medical examination. There are detail amendments affecting finance, accounting, and separate rates. By a section commencing on 1st January, 1928, travelling-allowances may be paid to County Councillors.

Electric-power Boards Amendment. (No. 76; 9d.; 5th December, 1927). The definition of "constituent district" of a power-board district is altered. Provisions for including an "outer area" in a district may be used so to include the outer area of some other power-board district. The amount of contracting with the Board that disqualifies for membership is altered. A Board may differentiate its general rates in favour of properties to which power is not made available. Sinking-fund payments on loans may in certain cases be deferred; the lender's consent being apparently not required. Various financial provisions are made or amended. Depreciation Fund Commissioners are set up, corresponding to Sinking Fund Commissioners, but payment of depreciation fund instalments may be deferred for seven years from the date when the Board commences to supply electricity.

Finance Act (No. 2): (noted more fully under Part 6 below, "Revenue and Finance") enables local bodies to make an annual levy on milled timber to compensate for the exclusion of trees from the rateable value of land; it is assessable only on timber sawn from native trees that have not been planted. The limits of overdraft borrowing imposed by the Local Bodies' Finance Act 1921-22 may be overstepped for the benefit of a trading undertaking, with the Local Government Loans Board's sanction; the section applies to borough councils and statutory tramway and gaslighting boards.

Local Authorities Empowering (Relief of Unemployment) Extension. (No. 1; 6d.; 29th June, 1927). Extends for another year, i.e., to 30th June, 1928, the time during which money may be borrowed under the principal Act (the Local Authorities Empowering (Relief of Unemployment) Act 1926). The approval of the Local Government Loans Board is now necessary.

Noxious Weeds Amendment. (See also Part 2, above: Farming, Industries, and Commerce). By Section 2 a borough council or town board may appoint its own Inspector of Noxious Weeds, and fines on informations laid by him go to the local body. General Inspectors' powers are correspondingly restricted.

Slaughtering and Inspection Amendment. (No. 57; 6d.; 30th November, 1927). A local body may raise a loan for abattoir extension without consulting the ratepayers. But the Minister of Agriculture must thereafter approve plans and site. A local body may charge in respect of meat sold in its abattoir district, but killed at another abattoir, the fees that would have been incurred had the stock been killed at its abattoir.

Valuation of Land Amendment. (No. 52; 6d.; 30th November, 1927). In boroughs, where rating is on unimproved values, general or special revaluations may by Order-in-Council be directed, of unimproved values only, or improvements only. Regulations may introduce selection by a ratepayers' vote of the local body's representative on an Assessment Court. Assessment Courts' decisions are to go by the majority, or if no two agree, by the President's decision. "Land" in the principal Act is to exclude "flax."

6. REVENUE AND FINANCE.

Appropriation. (No. 77; 1s. 3d.; 5th December, 1927). Usual appropriations from public accounts, unauthorised expenditure validated, and lost sums written off. The number of steamer tickets which Members of Parliament may receive may be increased to such extent as the Minister of Finance may direct. Officers of the National Fund Department may be paid by commission.

Customs Amendment. (No. 26; 1s. 9d.; 25th October, 1927). Mainly the new tariff. There are now two rates only, General and British Preferential, the Intermediate having disappeared. Mandated territories and protectorates are included in the term "British Dominions." Note that this is not only a Customs Duties Act, but also a Customs Act, as it not only enacts a new tariff, but also makes various detail amendments of customs law.

Finance. (No. 5; 6d.; 31st August, 1927). Advances are authorised from the Consolidated Fund to certain separate public accounts. Money borrowed to lend to Samoa is excluded from the Repayment of the Public Debt Act 1925. Procedure on public debt redemption is simplified. Short-term Post Office Bonds are authorised (five years used to be the minimum term). Mr. Speaker gets an additional £100 per annum. Electric-power Board debentures are made Public Trust Office investments. Local bodies' expenditure over the Duke of York's visit is validated, and excluded from their accounts for computing overdraft limits.

Sections 15, 16 and 17 amend the Local Bodies' Loans Act 1926, and where a local body has, after obtaining authority to borrow for a work, paid for the work out of its funds, it can still borrow the money; overruling, at least in part, **Attorney-General and Australian Mutual Provident Society v. Napier Borough** (1917), N.Z.L.R. 292.

Finance (No. 2.). (No. 74; 1s.; 5th December, 1927). Public loans are authorised aggregating eight million pounds. The racing-club improvements capable of earning totalisator-duty refunds are extended. The National Provident Fund may undertake superannuation schemes for private employers, without regard to the income-limit of £300 imposed under the principal Act, and the weekly pension in such cases may be as much as £4. Power is given to make a compulsory levy (the side-note calls it "voluntary contributions") on wheatgrowers, flour-millers, and purchasers from a flour-mill of flour or wheatmeal, to go to the Department of Scientific and Industrial Research for investigations into the growing and manufacture of wheat; this section expires on 31st December, 1933.

Imprest Supply. (No. 2; 6d.; 29th June, 1927. Includes power to subsidise local bodies' expenditure on work in relief of unemployment.

Imprest Supply (No. 2). (No. 6; 6d.; 29th July, 1927.

Imprest Supply (No. 3). (No. 8; 6d.; 31st August, 1927).

Imprest Supply (No. 4). (No. 16; 6d.; 30th September, 1927).

Imprest Supply (No. 5). (No. 31; 6d.; 31st October, 1927).

Imprest Supply (No. 8). (No. 73; 6d.; 5th December, 1927).

Land and Income Tax Amendment. (No. 12; 6d.; 21st September 1927). The £300 special exemption from incomes, which formerly decreased by £1 for every £1 of excess of the income over £600, is now made to decrease by £1 for every £2 of the excess of the income over £450 and not over £750, plus £1 for every £1 of the excess over £750, leaving, as before, no exemption at £900. Companies may avoid responsibility for debenture-income-tax by furnishing a list of debenture-holders, and the debenture-holder is liable till he has notified the Commissioner of his assignee. As one never knows when a company may not avail itself of the Act, it would appear to be necessary on every sale to ascertain and notify particulars of purchasers. This section operates on tax payable for the assessment year commencing 1st April, 1928.

Land and Income Tax (Annual). (No. 13; 6d.; 21st September, 1927). No differences from last year in respect of land tax, debenture income tax, tax on incomes not exceeding £300, or the reduction for earned income (i.e., in Part I of Schedule, or in paragraphs 1, 2, 3 (a), or 4 of Part II of Schedule). The rest of Part I of Schedule is recast so as to alter the curve of

graduated income tax, which still moves within the same limits of 7d. and 4s. 6d. in the £.

Motor-spirits Taxation. (No. 47; 6d.; 15th November, 1927). A customs duty is imposed on motor-spirits of 4d. per gallon, alike under the general tariff and the British preferential tariff. (But this is not declared to be a Customs Act). A refund is to be made on shipments to Chatham Islands, and the duties do not apply to Cook Islands. Refunds are to be made for spirits used otherwise than as fuel for motor-vehicles, the refund to be claimed within 90 days after consumption, from the Registrar of Motor-vehicles. 92 per cent. of the tax goes to the Revenue Fund of the Main Highways Account, the balance is divided on a population basis amongst boroughs with a population of 6,000 or over, to be applied to construction and repair of streets forming a continuation of a main highway, or to meet loan charges on moneys so applied.

Rural Intermediate Credit. (No. 45; 1s.; 1st January, 1928). The Rural Intermediate Credit Board is established, with the Public Trustee as "Commissioner of Rural Intermediate Credit," and six other members to be appointed by the Crown to hold office during pleasure. There may be a Deputy Commissioner of Rural Intermediate Credit, and District Rural Intermediate Credit Boards. The Board's business is to make advances (1) directly to farmers; (2) to associations incorporated under the Companies Act and this Act as "The (Distinctive Name) Co-operative Rural Intermediate Credit Association Limited" to be re-advanced to their members; (3) to other co-operative societies having for principal object the production or sale of staple agricultural or pastoral products, including live-stock, and goods manufactured from such products. Funds are to be obtained by advances to the Board from the Consolidated Fund up to £400,000, one-third coming back to the Treasury for investment in Government securities for redemption of the Board's debentures, and two-thirds being available for the Board's business. The Crown will also pay administration expenses up to £10,000. Further funds up to £5,000,000 may be raised by the Board by debenture issues, which are to be a trust investment, a savings-bank investment, and a permitted investment for public moneys. Loans by associations to their members may be on any kind of security, for not more than £1,000, for not more than 5 years, at not more than 7 per cent. Associations pay no license fees under the Companies Act, no other fees under that Act, and no stamp duty on the usual company documents. Loans made directly to farmers are to be secured by a mortgage of chattels, and a guarantee by at least one surety for at least 20 per cent. of the loan. Loans are limited to £1,000, at not more than 7 per cent., shall be repayable on demand, and "shall" (!) be repaid within 5 years. The Rural Credit Associations Act 1922 is repealed. Regulations may prescribe (*inter alia*) maximum legal charges for securities and other legal business.

Stamp Duties Amendment. (No. 62; 6d.; 30th November, 1927). Confession of the fallibility of land valuations is made by providing that a consideration is not necessarily inadequate because it is below the Government valuation. More relief to the dairy-farmer is given by fixing duty on assignments of milk-money at 2d., and an adhesive stamp may be used. Agreements with electric-supply authorities to take electricity or buy equipment are exempted from duty. Affidavits are assimilated to declarations, as under the old law, with exemption for those intended for Court proceedings. Racing clubs are relieved from paying totalizator duty on gate receipts, but additional provisions are imposed to secure prompt payment by clubs of all duties assessable under this Act. Mining companies are exempted from the provision of the principal Act which forbids transfers of shares to be signed in blank.

7. GENERAL ADMINISTRATION.

Child Welfare Amendment. (No. 61; 8d.; 30th November, 1927). Children's homes (defined as institutions, not conducted wholly for educational purposes, where children are maintained apart from parents or guardians) are to be registered, and have a notified manager appointed. Proposed homes are to be reported on to the Minister, and plans of buildings submitted. Registration may be cancelled, and homes are subject to inspection by the Child Welfare Branch. Records must be kept, and annual reports made. The manager has the powers of the Child Welfare Superintendent, guardianship excepted. Agreements with managers for maintenance may be enforced like maintenance orders under the Destitute Persons Act. The provisions as to Children's Courts are amended in details. Children's Courts are where possible to be held apart from other Courts. Informations against children which a Magistrate thinks trivial may be "discharged" without being heard, and are thereupon "deemed never to have been laid." The jurisdiction of Magistrates and Justices sitting in a Children's Court is extended and defined in detail. Joint charges against an adult and child may be heard in a Children's Court. Proceedings against a person charged with an offence against a child may be heard in a Children's Court. Charges of murder and manslaughter are excepted. The Supreme Court may make orders that can be made by a Children's Court, or refer to a Children's Court a child committed for trial or sentence. The age of "childhood" is raised to 17. The Child Welfare Superintendent may, "after exhaustive inquiries," institute affiliation proceedings. Various extensions of departmental powers under the principal Act.

Education Reserves Amendment. (No. 65; 6d.; 5th December, 1927). Detail amendments giving wider powers to Land Boards and High School Boards in administering reserves as to grants and surrenders of leases. Ministerial approval is required. The power to sell or exchange reserves is recast.

Government Railways Amendment. (No. 66; 6d.; 5th December, 1927). Further assimilation of the Railways Department to the Post and Telegraph Department. The appointment of officials to posts worth £765 or over is to be made by the government of the day, to other posts by the Minister of Railways. No person not in the Department may be appointed thereto unless in the opinion of the appointing authority no member thereof is qualified and capable of holding the position. There are provisions for promotion, transfer, and appeal (with a reconstituted Appeal Board) similar to those enacted for that part of the Civil Service still subject to the Public Service Act and the Public Service Commissioner. Officers who have left to become secretary of one of the railway trade unions may rejoin the Department on their old superannuation footing. Dwellinghouses may be erected on railway land, Crown land, and Land for Settlements land, and sold to "any member of the Department for occupation by him." (Continuance of such occupation does not appear to be provided for).

Guardianship of Infants Amendment. (No. 30; 6d.; 2nd November, 1927. A Magistrate may give consent to an infant's marriage. If one or both parents of an infant be dead, the Court may order that grandparents have access to the infant at times and places deemed proper.

Inspection of Machinery Amendment. (No. 36; 9d.; 1st April, 1928). Powers of inspection are tightened. Further restrictions are imposed on the employment of young persons in cleaning, having charge of, and working certain classes of machinery. Various sections of the principal Act are replaced with similar, but stricter, provisions.

Legislature Amendment. (No. 23; 6d.; 21st October, 1927). Postal voting is introduced for absentees, invalids, lighthouse-keepers, and all who will throughout polling hours not be within five miles of a booth. "Seamen" are no longer limited to those employed on ships owned or registered in the Dominion. The provisions about failing to register as an elector are revised. Various slight amendments are made. This Act is already repealed, having been included in the consolidated Electoral Act, noted above.

Magistrates' Courts Amendment. (No. 42; 6d.; 11th November, 1927). The jurisdiction of the Court is again raised, in ordinary cases from £200 to £300, and in tenement cases from £200 capital value to £1,250 capital value. Ordinary summonses and interlocutory process may be served by registered post. Slight alteration is made in the procedure for removal of judgments into the Supreme Court. There is no appeal henceforth from judgments on confession or by consent. The Supreme Court may enlarge times for steps in appeal: (**Ramsden v. Ries** (1916), G.L.R. 917, no longer applicable). Third party procedure is introduced from the Supreme Court code. The value of property protected from a distress-warrant is raised to £50.

Main Highways Amendment. (No. 51; 6d.; 30th November, 1927). Experimental highway work may be undertaken, the Main Highways Board to decide how the cost is to be borne. Power of transfer between Construction Fund and Revenue Fund is widened. Subsidies to boroughs for continuations of main highways may be increased. A local body that does not do its duty to the Board's satisfaction in caring for a main highway may be brought to the mark by stoppage of subsidies. For reconstructing main-highway bridges not less than 30 feet long a local body may borrow without consulting ratepayers.

Marriage Amendment. (No. 15; 6d.; 30th September, 1927). Makes special provision for appointment of persons to conduct marriage ceremonies on behalf of religious bodies whose rules do not provide for the office of minister of religion.

Motor-vehicles Amendment. (No. 68; 6d.; 5th December, 1927). "Motor-vehicle" includes any locomotive; reversing part of the effect of **Bransgrove v. Archer** (1926), N.Z.L.R. 254. Registration need not be effected in the provincial district

where a vehicle is stabled. Issue of an annual registration-plate is to act as the issue of the annual license. The license-year, both for vehicles and drivers, will from 1929 onwards run from 1st June, instead of 1st April. License-fees are apportionable by months, both as regards mid-year issue, and as regards mid-year termination (on destruction or export of a vehicle). Local bodies may impose charges on a motor-vehicle regularly plying for hire only where its garage or a terminal of the route is within the local body's district ; modifying the effect of **Hodson's Pioneer Motor Service Ltd. v. Sayers** (1927), N.Z.L.R. 655. Dealers' licenses are no longer restricted to vehicles for sale, but extended to any vehicle used in the business, the fee being increased ; reversing the effect of **Merson v. Quinn** (1927), N.Z.L.R. 266. The administration of the Act is transferred from the Minister of Internal Affairs to the Minister of Public Works. The maximum fine for breaches of regulations is raised from £20 to £50. The Act is to bind the Crown, except as to road-making plant. The schedule of annual license fees is revised ; the power to exempt by regulation vehicles of a public nature being taken away, and replaced by a statutory exemption of road-making plant only. A definition of " pneumatic tires " is introduced. The fee for motor-busses and solid-tired vehicles is reduced from £5 to £3.

Post and Telegraph Amendment. (No. 48 ; 6d. ; Part I, creating Post Office Account, 1st April, 1928 ; balance of Act, 24th November, 1927). A Post Office Account is set up, similar to the Railways Account created in 1925, and Post Office funds are accordingly taken out of the Consolidated Fund ; provision for arriving at the initial capital liability, and machinery provisions for appropriations and destination of receipts, are made, including certain reserve funds. Parliament resigns to the Minister of Finance the fixing of savings-bank interest-rates. The appointment of officials to posts worth £765 or over is transferred from the Public Service Commissioner to the government of the day. Control of wireless telegraphy and telephony is tightened. A curious provision enables the Governor-General to make it an offence for private enterprise not merely to publish a telephone directory, but even to supply or so much as use a telephone-book cover that would obscure an advertisement appearing in a telephone-directory, and the punishment may be a fine up to £50.

Public Service Amendment. (No. 60 ; 9d. ; 30th November, 1927). Positions excluded by Order-in-Council from the principal Act may by Order-in-Council be restored thereto. Fresh provision is to be made regulating appointments from outside the service, and the filling of vacant and new positions from within the service, and appeals. The procedure on complaints and charges against officers by departmental heads is set out. Constitution of Appeal Board altered, provisions made for election to Board, rights of appeal conferred, and procedure laid down from which " no writ of mandamus, prohibition, or certiorari shall lie." One provision that may be of general importance is Section 3, providing that the fact that a deputy purports to discharge any function by direction of the Commissioner shall be conclusive evidence of his authority to do so.

Public Works Amendment. (No. 69 ; 6d. ; 5th December, 1927). Fresh provision for serving compensation claims on public authorities. Land taken for public works and not required may be sold for deferred payments. Apportionment between local bodies of cost of constructing roads, and reconstructing and enlarging bridges, is now to be effected under Section 119 of the principal Act, leaving the simpler procedure of Sections 109 and 120 for matters of repair and maintenance only. The provisions about railway middle-line proclamations are varied. Additional remedies are provided for recovery of arrears of payments due to the Crown under irrigation agreements. The definition of " motor lorry " in the 1924 Amendment is amended to include all " motor-vehicles " as defined by the Motor-vehicles Act 1924 which with load exceed 2 tons in weight, except " private motor cars " as defined by the Motor-vehicles Act. (By that Act, as now amended : (a) " private motor car " is a " motor car " other than a " public motor car " ; (b) " public motor car " is a motor car licensed by any competent authority to ply for hire ; (c) " motor car " is a motor-vehicle (other than a motor-cycle) designed solely or principally for the carriage of persons not exceeding 9 in number. By combining the four definitions it appears that a motor-lorry now includes every motor-vehicle which with its load exceeds 2 tons in weight, except a motor-vehicle (other than a motor-cycle) which is (a) designed solely or principally for the carriage of persons not exceeding 9 in number ; (b) not licensed by any competent authority to ply for hire. To complete the definition, the meaning of " motor-vehicle " as extended by regulations, if any, must also be looked to. The lorry-owner will then know exactly where he stands). **Mayor, etc., of Timaru v. South Canterbury Electric Power Board** (1927), 3 B.F.N. 246, is no longer applicable.

Samoa Amendment. (No. 7 ; 6d. ; 5th August, 1927). If authorised by Order-in-Council, the Administrator, after calling a person whom he has reason to believe is hindering the Government of New Zealand or the Executive Government of the Territory before him to show cause, may order such person, if a European, to leave Samoa for five years or less, and if a Samoan, to remove to a defined place in Samoa for two years or less. Arrest pending departure may be directed by the Administrator. Revocation of an order requires the authority of an Order-in-Council. A penalty is provided for offences. In the application of the Act, the Union (Tokelau) Islands are to be deemed part of Samoa.

Summer Time. (No. 14 ; 6d. ; 30th September, 1927 ; expires 30th September, 1928, unless Parliament otherwise determines). Summer Time is one hour ahead of standard time from 6th November to 4th March. Standard time remains for grain-threshing and sheepshearing awards and industrial agreements, and for purposes of astronomy, meteorology (weather prophets please note) and navigation.

War Funds Amendment. (No. 10 ; 6d. ; 21st September, 1927). Definition of " war fund " widened. War funds held by the Government may be paid over to the National War Funds Council. The transfer to the Council is authorised of the Christchurch Returned Soldiers' Club Premises.

8. LOCAL AND PRIVATE LEGISLATION PASSED AS PUBLIC ACTS.

Ashley River Improvement Amendment. (No. 59 ; 6d. ; 30th November, 1927). The area of the district is altered. The electoral subdivisions are modified, and provisions for representation thereon on the Board adjusted.

Egmont National Park Amendment. (No. 9 ; 6d. ; 21st September, 1927). The arrangement of Taranaki local bodies who appoint the Park Board is altered. The New Plymouth Borough Council may borrow £3,500 for a road to the North Mount Egmont Hostel, lend it to the Park Board for that purpose, and be recouped out of admission charges or other Park revenue.

The Finance Act (No. 2) contains various sections of an enabling and validating nature for the benefit of local and public bodies and private individuals.

Howard Estate Amendment. (No. 55 ; 6d. ; 30th November, 1927). To advise the Public Trustee in the management of the Howard Estate, an Advisory Board is set up, of 5 members, recommended by various Hawke's Bay interests. The estate's revenue may be applied to assist agricultural research and education likely to be of especial benefit to farming in Hawke's Bay.

Hutt Valley Lands Settlement Amendment. (No. 43 ; 6d. ; 11th November, 1927). More than 160 dwellinghouses having been sold to selected applicants (the good works of the Advisory Committee and the State Advances Superintendent are recited at length), and the houses having a selling-value in excess of the purchase price, the purchasers are restrained for ten years from getting the benefit of their unearned increment by sale, mortgage, lease, or other alienation, and must for the like term continuously reside on the land ; only sections subject to State Advances mortgages are affected, but there is no escape by repayment of the mortgage, without the Minister of Finance's consent.

Local Legislation. (No. 58 ; 2s. ; 5th December, 1927). Contains 82 operative sections, defying summary.

Peel Forest Amendment. (No. 19 ; 6d. ; 21st October, 1927). Any Canterbury local authority from the Rakaia to the Waitaki may now contribute to the funds of the Peel Forest Board.

Reserves and Other Lands Disposal. (No. 64 ; 1s. 3d. ; 5th December, 1927). In part agrees with its short title, in part a validating and enabling act for the benefit of various local, corporate, and trust bodies. No provisions of general law.

Tongariro National Park Amendment. (No. 46 ; 6d. ; 11th November, 1927). Land may be excluded from the Park, and land adjoining or in the vicinity added thereto. By-laws may be made to exclude the public, prescribe conditions of admission or exclusion, and fix admission charges. The right to defence training-grounds used before the principal Act was passed is continued.

Waimakariri River Improvement Amendment. (No. 63 ; 6d. ; 30th November, 1927). Land in the district which is subject to the Board's special rates may be exempted from the Board's general or separate rates, or the liability of such land to general and separate rates may be varied.

" A few weeks ago my baby boy dropped a halfpenny through a crack in the floor. This necessitated my pulling the whole of the floor up before I recovered it. Shall I have to replace same at my own expense, or do I sue the landlord ? "—Correspondence Column.

This is a very difficult point. We incline to think that the Government is responsible.—(London " Punch.").

THE LAND AGENTS ACT 1921-22.

(By C. C. CHALMERS).

(Continued from page 276)

An appointment originally given for a fixed period cannot be extended by a verbal agreement; the extension must also be in writing: Hooper v. Anderson (1918) N.Z.L.R. 119; G.L.R. 90. In that case Chapman J. held that the agent could not recover his commission because the sale took place during the period of the alleged verbal extension.

In Batger v. Carmichael (1924) G.L.R. 297, the material words of the written document relied on by the agent as constituting his appointment under section 13 of the 1912 Act (see now section 30) were as follows:—

"I . . . . do hereby place under firm offer to J.B. as agent until . . . . all my property," &c.

It was held by Sim J. that this document was not an engagement or appointment within section 13, but an offer by the principal to sell the property to the agent as representing an undisclosed purchaser.

In Clifton v. Johnstone (1920) G.L.R. 541; (1921) N.Z.L.R. 35, Salmond J., the claimant for commission wired to defendant, an hotelkeeper: "Will you give "sole option one week at £8,500 allowing usual commission?" Defendant replied: "Will give you sole "option one week at £8,500 for my property excluding "stock, furniture, &c., which must be bought with "premises at valuation."

Held, it was an offer to sell the property, not an authority to an agent to sell it or to find a purchaser, the words "allowing usual commission" being capable of being read consistently with the rest of the document as a provision for the deduction, from the full price, of a discount equal to the ordinary rate of land agent's commission.

Where a person had been instructed, not "to sell," but to "find a purchaser," it was held in Hooper v. Anderson (No. 2) (1919) N.Z.L.R. 65; (1918) G.L.R. 742, Chapman J., a decision under section 13 of the 1912 Act, that a written appointment must be proved. It has been held, however, as regards section 30 of the present Act that the new provision does not apply to an agent for a purchaser: Oliver v. Dickinson (1927) N.Z.L.R. 411 F.C.

5. EFFECT OF NON-COMPLIANCE:

". . . . the effect of section 13 of the Land Agents "Act 1912" (now section 30) "is not to make the con-"tract of agency illegal by reason of the want of written "authority, but merely to prevent the agent from "recovering his commission by action": Sim, J., in Glasgow v. Hood (1920) N.Z.L.R. 586, 589; G.L.R. 372, 373, followed in Smith v. Bason (1921) N.Z.L.R. 467; G.L.R. 327, Salmond J.

The prohibition of recovery of commission by action, by reason of non-compliance with this section, as regards the written appointment, extends equally to recovery by set-off or counter-claim: Glasgow v. Hood (1920) N.Z.L.R. 586; G.L.R. 372; Sim J., Smith v. Bason (1921) N.Z.L.R. 467; G.L.R. 327; Salmond J., Buchanan v. Samson (1922) N.Z.L.R. 558; G.L.R. 169, Sim J. But commission earned without the necessary written appointment is nevertheless a valid legal debt subject to the ordinary law of appropriation of payments, and, therefore, when the principal pays money to the land agent without appropriating it to any particular debt the land agent may appropriate it to his commission, although the commission is irrecoverable by action, &c., under this section: see Notes to section 23.

6. PLEADINGS:

If non-compliance with this section is relied on by a principal, it must be specially pleaded, under Rule 142 of the Supreme Court Code: Pegler v. Spiers (1914) G.L.R. 599, Stout C.J.; Thornes v. Eyre (1915) 34 N.Z.L.R. 651; 17 G.L.R. 499, Cooper J.; but under certain circumstances leave to amend may be granted: Chennels v. Spurrell (1917) N.Z.L.R. 258; G.L.R. 112, Cooper J. The principal is not estopped from setting up such a plea, nor is such an attitude fraudulent: Hooper v. Anderson (No. 2) (1919) N.Z.L.R. 65; (1918) G.L.R. 742, Chapman J. The agent should take the precaution of getting his appointment in writing: Buchanan v. Samson (1922) N.Z.L.R. 558; G.L.R. 169, Sim J. at end of judgment.

7. GENERAL:

The "equity and good conscience" section (92 (2)), of the Magistrates' Court Act 1908 does not give jurisdiction or power to a magistrate to dispense with the provisions of this section: Jones v. Crockett (1920) G.L.R. 368, Stout C.J., a decision under section 13 of the 1912 Land Agents' Act, which, however, is equally applicable to section 30. That decision was followed in Hassel v. Spratt (1927) N.Z.L.R. 103.

A principal employing a land agent to sell a property does not thereby "hold him out," or represent him, as having general authority on the principal's behalf to sell on any terms or at any price. If a person, without enquiring into the agent's authority, chooses to enter into a contract made by a land agent purporting to be made by the agent for his principal, then that person takes the risk of the contract being one which the agent is authorised to make and, if it is in excess of the authority, the principal is not bound: Sim J. in Shortal v. Buchanan (1920) N.Z.L.R. 103; 105; G.L.R. 141, following Rowe v. Norrie, 33 N.Z.L.R. 274, 280; 16 G.L.R. 333, 335. The principal can, however, if he so wishes, ratify what the agent has done in excess of his authority and thereby make the contract as valid as if it had been originally made by his authority: see Bowstead's Agency, 7th Edn., p. 46 *et seq.* An agent, however, who makes a contract in excess of his authority may be responsible in damages to the third person dealing with him: see Halsbury, Vol. I, pages 221-2. It has even been held that, when an agent, believing he had authority, which in fact he once had, but which has terminated without his knowledge (as by the subsequent lunacy of the principal), induces another person to incur liability on any representation so made, he is liable for any loss sustained by such person: Yonge v. Tonybee (1910) 1 K.B. 215, C.A.

31. Every person, not being the holder of a license under this Act, commits an offence and is liable to a fine of fifty pounds who describes himself in writing or holds himself out as a land agent, or carries on business as a land agent.

NOTES TO SECTION 31:

For definition of "land agent" see section 2, and see section 3.

This section replaces section 14 of the 1912 Act, and is wider by introducing the words "describes himself in writing." It was held in Nelson v. Crosby (1919) N.Z.L.R. 369; G.L.R. 98, Cooper J., that section 14 of the 1912 Act contained an implied prohibition of any contract made by an unlicensed land agent, and that

therefore an appointment under section 13 (now section 30) to act as agent for the sale of land obtained by an unlicensed land agent was illegal and could not be used to support a claim for commission for work done in pursuance of the appointment, even though prior to doing the work, but subsequent to the appointment, the agent had obtained a license. That case was referred to in Glasgow v. Hood (1920) G.L.R. 372, 373 (1920) N.Z.L.R. 586, 589, Sim J. ; and in South Taranaki &c. v. Fama (1920) N.Z.L.R. 219, 222 ; G.L.R. 156, 157, Sim J.

(Concluded)

WARNING TO FARMERS.

A case of considerable interest to farmers was heard at Ongar on December 31, when Alfred Jasper, a farmer, of Blackmore, and Arthur Thompson, his horseman, were summoned for allowing mud to drop from a cart on to the highway. This was the first case in the district under the Essex County Council's by-law which calls upon farmers to clean the wheels of their carts before leaving their fields. The defendants were employed carrying sugar beet on the side of the road for collection, and it was stated that the highway was covered with several inches of mud, which damaged the road. It was stated that many complaints had been received from motorists and other users of the road. The Bench dismissed the case on payment of costs, but warned farmers that when the by-law became better known heavy fines would be imposed.

RULES AND REGULATIONS.

Regulations as hereinafter mentioned appeared in Gazette No. 6, issued on 2nd February, 1928 :—

Amended regulations under the Coal-mines Act 1925 re shot-firing and use of safety-lamps. (These amendments came into force on 2nd February, 1928).

Following goods exempt from primage duty :—

(a) Cotton piece goods, viz., tubular woven cotton cloth specially suited for use as meat-wraps ; cheese-bandages or caps.

(b) Woolpacks and wool-pockets.—Customs Amendment Act 1921.

Open season for deer-shooting in the following Acclimatization Districts :—

Ashburton (Rangitata Gorge), Ashburton (Rakaia Gorge), Ashburton (Alford Forest), South Canterbury.—Animals Protection and Game Act 1921-22.

Convention between the United Kingdom and France respecting legal proceedings in Civil and Commercial matters extended to the Dominion of New Zealand and to the mandated territory of Western Samoa.

Regulations as to Drainage and Plumbing applied to certain additional areas as from 1st March 1928.—Health Act 1920.

In Gazette No. 7, issued on 2nd February, 1928 :—

Regulations under the Motor-spirits Taxation Act 1927, relating to applications for refund of duty paid in respect of motor-spirit consumed for any purpose other than as fuel for a motor-vehicle in respect of which an annual license fee is payable under the Motor-vehicles Act 1924.

FIRST LEGAL CONFERENCE.

CHRISTCHURCH.

EASTER, 1928.

Members of the Legal Profession throughout New Zealand will be glad to learn that the Government has granted to the profession the use of the historic Provincial Council Chamber at Christchurch, for the first Legal Conference, commencing on the 11th April, There is probably no more suitable meeting place for such a gathering in the length and breadth of New Zealand than the Chamber in question. Situated near the centre of the city on the banks of the picturesque Avon, its stone walls, high and vaulted roof, beautiful stained-glass windows and noble proportions, give the impression of a building many hundreds of years old instead of one built less than 75 years ago.

It was the Parliament House of Canterbury in the days of Provincial Government, and within its walls the Ordinances of the infant province of Canterbury were passed into law. It has echoed to the voices of William Rolleston, father of the present Attorney-General, and other famous pioneers who served their country well in their day and generation.

The thanks of the profession in New Zealand are due to the Government for granting the use of the Chamber for the first Dominion Conference of the Legal Profession in New Zealand.

The Conference Committee is anxious to make arrangements for visitors with completeness ; the end in view being that not only shall practitioners be well entertained, but that the Ladies attending shall also be as fully and profitably engaged. To facilitate these arrangements being completed, Secretaries of the Local Law Societies are requested to supply at once the Conference Secretary, W. J. Hunter, Esq., P.O. Box 181, Christchurch, with lists of the names of members who will attend and whether or not they will be accompanied by Ladies, and also the names of members who are prepared to read papers. Full particulars of remits which Societies desire should be discussed at the Conference should also be forwarded as early as possible.

Christchurch certainly offers splendid facilities for enjoyment during Easter. There will be a Golf Tournament for men and women at the Christchurch Golf Club, and a Tennis Tournament and Race Meetings. Hagley Park will be displaying its English trees in their autumn garb, and the Avon's banks, with their yellowing willows and poplars, will bring to many the poetic melancholy that is the spirit of the fall of the year in England.

HALSBURY.

From your Birth to your Death as you struggle along
Via Bankruptcy, Marriage, Divorce,
On a number of points that arise on the way
You will want to be certain, of course.

If you marry a wife, need you pay for her torts ?
Can you legally bet at your club ?
What you *must* do when out upon "ticket-of-leave,"
What you *mayn't* do when keeping a pub.

If a power of appointment is vested in you
And you don't quite know how to appoint,
You'll find HALSBURY answers all questions like these
And answers them straight to the point.

LONDON LETTER.

Temple, London,

23rd November, 1927.

My dear N.Z.,—

It really is a solemn thought, when and if you come to think of it, that half of our Parliament (and you may call it the better half, or not, as you please) has now committed itself to a Measure fundamentally altering the entire law of Landlord and Tenant, so far as concerns business premises and the landlord and the tenant's permanent rights in what we may call the growing produce thereof, and very nearly, if not quite, defying the existence of Courts of Law, to decide matters of law, by constituting selected local surveyors as the last Tribunal and excluding the House of Lords, in any case, and the Court of Appeal, in certain cases, from expressing any views upon the matter ! I will confess to being intimately concerned with this revolutionary piece of legislation, on occasion partly responsible for the choice of a phrase, if always powerless to have the slightest influence upon the law imposed ; and I will further confess that, as a lawyer, I have at moments felt positively nauseated at the casual, so-called-commonsensical methods and principles envisaged by the Bill.

There, however, it is ; past Second Reading, Report and Third Reading, none the better and all the worse for the severe handling it had at all stages and now ready for their Lordships of the House of Lords to consider. It is at this stage that I am concerned to advise. As you know, one very useful attribute of a two-chamber Government is that the Bill-makers may polish up their Bills in the second chamber rectifying any little mistakes they may have made themselves in the earlier stages, but more importantly, clearing up the vast amount of confusion which results from letting Democracy loose, in the first chamber upon a draft of an Act of Parliament ! At the moment of writing, I am going through the Bill, as ordered to be printed after Committee stage, with a mental toothcomb, searching out seeds of unnecessary litigation and anticipating, so far as they may be anticipated, reflex actions of the muscles of the law, at large, from so violent a disturbance of one member of it. And, accordingly, I say : It is a solemn thought . . . indeed, it is so solemn that, to men less attentive and intelligent than yourselves, there would be every warrant for repeating it twice.

Do not, however, suppose that I am wrapped up in such meticulous and particular business as Bill-drafting. The other day, I prosecuted a murder for the Director and discovered, in the process, that, whatever we lawyers and " them doctors " like to decide about it, there is a deepset determination in this country, spreading rapidly, that a murder committed upon the uncontrollable impulse of the moment shall not be punished by death. We may define sanity and insanity as we please ; we may put the " onus " where we like, and we may apply what rules we please about the discharge of that onus ; none the less, if a man does, on the instant's passion, commit a murder he shall not, the people rapidly tend to say, be hanged along with the cold-blooded deliberator of the crime. This, of course, is not a discovery made in one case ! I have happened upon a run of experience in this respect, and my instance, before Sankey J. and Jury of the County of Stafford (notoriously level-headed and not swayed by emotions) has clinched the results of it. And this morning I applied to Clauson J. to expedite a case not otherwise likely to be reached till March or April. Clauson J. thought a moment or two. " Yes," said he, " you shall be put first after a part heard to-morrow morning. . . ." My solicitor, of an old and very reputable and dignified firm, almost fainted on the spot at this devastating success of his application. Clauson J. is likely to be a great Judge.

But to less egotistical matters. The case which decided the point as to what is a newly-born child and which I mentioned to you, I think, in my last, was **Rex v. O'Donoghue.** I don't think I gave you the name, nor informed you that the point was discussed with reference to our Infanticide Act 1922. The *cause celebre* of the period, featuring Lord Terrington, is **Reckitt v. Barnett, Pembroke and Slaters Ltd.,** and deals with the ultimate position resulting from the handling of principals' cheques by agents and the reflection of that position upon the position *vis-a-vis* third parties. Rowlatt J. tried the action, and held that an employer, notwithstanding that he had empowered the agent to draw cheques by giving him the power of attorney, may be able in certain circumstances to recover the proceeds from a third party. This follows **John v. Dodwell and Co. Ltd.** (1918) A.C. 568.

There are two revenue paper cases to be regarded, the one in the House of Lords (**Tarn and Others v. Commissioners of Inland Revenue**) and a former friend of ours, I think, now in the Court of Appeal (**Dale, (Inspector of Taxes) v. Metcalfe**). The former deals with accumulations for the benefit of persons contingently upon their attaining a specified age : see of our Income Tax Act 1918, section 25. It decides that the definition is satisfied, though the benefits, accumulated, may not be actually paid out at the specified age. The latter case deals, as you will remember, with foreign companies carrying on business in the United Kingdom by authorised agents, and their liability to tax here.

We have next the case (my friend, Porter's, I think) dealing with the application of stamp duty requirements to contracts of marine assurance : **In re National Benefit Assurance Company** this time in the Court of Appeal. And in the same Court of Appeal (M.R., Atkin and Lawrence L.JJ.) the case of **re Harnington Motor Company Ltd : Chaplin's Application.** This deals with the receipt by a Company of money from an insurance society, a judgment creditor and a liquidation ; and it decides, not to the advantage of the judgment creditor, the question as to whether the money received is the company's or the liquidator's. This is an inaccurate, possibly vicious, way of putting the problem ; but you, I am sure, understand what I mean. In practical language, could the judgment creditor take the lot or must he prove in the liquidation ? He must, in the circumstances, prove.

And last to be cited **In re Fegan : Fegan v. Fegan,** a question propounded to, and answered by Tomlin J., as to charges on life policies and as to a specific fund, created by a will, intended for their discharge but inadequate for that purpose. The specific fund was the first source, and thereafter the policy monies, for the paying off of the charges.

Simon, we are told, is only to make his preliminary visit, so to speak his Summons for Directions, this side of the summer of 1928 ; his real business in India will begin in the following autumn and will last goodness knows how many months or even years. Will he, ask the knowing, first report the steps necessary to be taken and next become Viceroy, to order their taking ? However that may be, he is about to perform a great

duty greatly, and there can be no doubt of that. What will less please you, indeed may considerably distress you is the rumour that Leslie Scott is going to be made a Lord of Appeal, so that our House of Lords and Your Privy Council, if I may express myself thus succinctly, will hardly become younger and cannot possibly become more vital by the retirement of Lord Atkinson, to which rumoured event this is the rumoured sequel. If it be true, then it is indeed disappointing !

In England, as well as throughout the Empire, the prayer has long and persistently gone up that some of our brilliant youngsters of 50 or so, be they Judges of Chancery, Judges of the King's Bench or special Leaders of the Bar, might be imported into the Supreme Courts of Appeal in sufficient strength to afford the vitality and fresh ability so much in need.

Lastly, you will see that it was officially announced last night in the House of Commons that the Government intends, if so authorised, to appoint the two additional Judges of the K.B.D. I have heard but little speculation, as yet, upon the identity of the appointees. Greeves Lord is said to be about to reap the reward, herein, of political work. Question is raised as to his qualifications for judicial office. The Official proposal is to be mooted in the House of Lords this day week; perhaps rumour will meanwhile become more rife. I don't pretend to know what "rife" means.

Yours ever,

INNER TEMPLAR.

POSTSCRIPT.—I saw Sir Owen Seaman at lunch, Editor of "Punch" and not the least notable of Inner Templars. I remonstrated with him upon the astonishing picture of Sir John Simon in this week's "Punch." He at once agreed that the cartoon did neither resemble him in any particular nor caricature him in any recognisable degree. I pass this on to you so that you may be left with no mistaken idea of our *doyen*.

The cables report that Mr. J. A. Hawke, K.C., Conservative Member for St. Ives, has been appointed a Judge.

A FEUDAL SURVIVAL.

That some relics of feudalism, however futile and fantastic, still linger in the land is a fact which annually brings a tear to the appreciative eye of the lover of legal antiquities. Whereby the recent rendering of quit-rent services by the Corporation of the City of London in respect of the Moors in Shropshire and the Forge in St. Clement's Dane evoked great interest and publicity. The Crown, in the person of the King's Remembrancer, Sir George Bonner, appropriately dressed for the occasion, received the services, but unfortunately they were rendered by the City in the person of a solicitor; a good man and true, no doubt, but still, a solicitor. In my opinion, the Lord Mayor's Coachman would more appropriately have filled this mediaeval part.

For the Moors, a hatchet and a bill-hook; and for the Forge, six horse-shoes and sixty-one nails. Why the odd nail? It would be erroneous to suppose that the King's Remembrancer has by him an accumulated store of hatchets, bill-hooks and horse-shoes. Apparently they find their way back to the City after the ceremony and in due course appear again annually at each succeeding rite. It is authoritatively stated that the horse-shoes have so done duty for five centuries; and that the Forge was that granted to Walter le Brun in 1235 by the Knights Templars, for his good work in shoeing the horses for the tournaments by the river.

JURY REFORM.

Scarcely had the last tear been shed over the grave of Mr. Pickles' proposals, writes "Outlaw," in the "Law Journal," for the reform of our jury system, when I lighted upon some observations of Mr. Theobald Mathew, made in the year 1910, which showed that this proposal had been on the wing, and had been shot at, killed and buried once before, at least. "A suggestion has recently been put forward," he wrote, "that a body of trained professional jurymen, equipped in point of intelligence and education to cope with difficult problems of fact, would come as a boon and a blessing to the community. The idea is an attractive one; but there are obvious difficulties in the way. First and foremost, unanimity would be well-nigh impossible of attainment if the twelve men in the jury box were close and accurate thinkers; and, secondly, the professional jurymen, whose names and addresses would either be known or readily discoverable, would be more approachable than the mass of individuals from whom the jurymen are now drawn."

Thus was the suggestion, with the natural causes of its death, briefly indicated and set forth. Nor are the objections removed by substituting five members for the twelve gentlemen who have impartially dealt out justice and injustice for so many centuries of our legal history.

Let no man say that jury reform is unnecessary; the faults of the system plainly appear. Beyond a doubt some man or woman will some day come forward with an idea at once bright and acceptable which, in the language of the politicians, will assimilate the results of the most up-to-date scientific discoveries with all that is best in the time-honoured traditions of our dreadful past. One part of the reform is already approaching; members of the jury must be paid a reasonable sum to cover their more obvious financial loss in the service of the law. Where, in other spheres, the citizen is called upon to perform a voluntary public service, he is in many cases entitled to receive some form of subsistance or other allowance to cover the time of absence from his work.

The gratuitous shilling given to the common juror of to-day is an antiquated insult. In the spacious days of Queen Elizabeth it was the custom for the successful party to give the jurymen a festal dinner; but for obvious reasons that custom died out.

If jurymen are properly paid and the cost is thrown on the unsuccessful party, the demand for trial by jury would certainly diminish, and in time the jury might almost disappear from the Civil Court. Thus the problem would, *pro tanto*, solve itself.

The way of a jury with a fact is often wonderful; but in essence it is not so very different from the way of the House of Lords with a point of law. "Guilty, eight to four" was a verdict which aroused much laughter in Court, and the jury were sent back until the minority was won over. The House of Lords find for the appellant or the respondent by a similar formula, and they are not forced to take a short cut to freedom by a declaration of illusory agreement. Hence, perhaps, the uncertainty which enshrouds some branches of the law. For, although one lord may be wiser than three of his colleagues, the lords adopt the convenient and democratic method of counting heads, irrespective of their contents.

MENS CONSCIA LEGIS

OR, "EVERY MAN HIS OWN LAWYER."

[NOTE.—The Institute of Transport, the Grocers' Institute, Bankers, Accountants and others are making a certain amount of legal knowledge essential for admission to their staffs.]

THERE'S a dismal future looming for the lawyer,
Who will dominate humanity no more;
Soon eminent K.C.'s will be forced to tout for fees
And solicitors beg work from door to door;
For tinkers, soldiers, sailors, dukes and dustmen
Now spend their leisure time on legal tomes,
And the law of costs and courts and of testaments and torts
Is *lingua franca* in a million homes.

The universe will soon be very different
When each man lives on strictly legal lines,
And former legal giants will starve for lack of clients,
And the revenue will fail for lack of fines;
When Corydon pursues his dimpled Daphne
He will understand exactly what to say:
With forensic erudition he will "file" his first "petition"
And address the lucky damsel in this way:—

"Without prejudice, Belovéd, I adore you;
Without prejudice, please name the happy day;
In the wise eyes of the law I am not a man of straw,
For I've got some personalty stowed away;
I've an interest in remainder in some settled real estate
And a leasehold messuage at a modest rent."
Says the lady with the dimple, "If you'll purchase the fee simple
And redeem the tithe and land-tax, I consent."

For women too must learn the lawyer's jargon.
Oh, tackle contracts in your early teens!
'Twill be no use looking pretty if you haven't studied *Chitty*
And don't know what "reversionary" means;
So dig your comely noses into *Stephens*,
Or soon you'll be out-distanced in the race;
However well you play an' sing, read up the new conveyancing,
And understand the "Rule in Shelley's Case."

Bookshops will change their stock of airy trifles
For weighty works that legal doctrines teach;
For the sheikh of modern fiction is outside the jurisdiction
Of courts in which he might be sued for "breach";
Fashion notes will have no value for the flapper
Who is reading up *Real Property* at home,
Nor the fiercest "penny dreadful" for the young man with his head full
Of JUSTINIAN and the Codes of Ancient Rome.

No wonder that our barristers look anxious
And seek oblivion at another bar,
And each six-and-eightpence-taker wants a job as cook or baker,
Or tries to learn to be a movie-star.
The prospect certainly is drear and dreadful,
But pity yet may stir the public soul
When it's harrowed by the view of an ever-lengthening queue
Of lean-faced lawyers waiting for the dole.

(LONDON "PUNCH.")

BENCH AND BAR.

Sir Henry Parker, formerly Chief Justice of Western Australia, and the only British judge who started his working life as a jockey, died at the age of 81 years, during January. Sir Henry Parker, who was born at York, Western Australia, in 1846, was Chief Justice of that State from 1906 to 1913. He was a member of the Western Australian Parliament for many years, and was a member of the delegation sent to Great Britain to advocate the granting of full responsible government. He also took part in the discussion that preceded the federation of the States. Sir Henry Parker was Mayor of Perth five tmes.

In the absence of a Supreme Court Judge in Christchurch the members of the Christchurch Bar met in the Magistrates' Court, when references were made to the sudden death of Mr. T. W. Rowe. Mr. H. A. Young, S.M. and Mr. E. D. Mosley, S.M., were on the bench.

Mr. J. W. Hunter, speaking for the Law Society, said that he desired, on behalf of the members of the legal profession, to express the deepest sympathy felt by them in the sudden and lamentable death of Mr. Rowe. Mr. Rowe had been admitted to the Bar later in life than was usual and his kindly and inoffensive disposition was such that it enabled him to go through life without causing any hostility towards him by others in the profession. One outstanding fact about their late friend was that he was a great scholar—one of the finest that the New Zealand University had produced. His love of learning had been maintained up to the end of his life, and his learning had been available to all connected with law. Mr. Rowe's conscientious and able service had been of great value in moulding the character and learning of many young men aspiring to law. His had been a varied life, embracing school-teaching, librarian work in Wellington, University examiner, law work, etc., and in those positions he had rendered good service to his country. The speaker personally regretted the untimely death of Mr. Rowe, and his colleagues, with him, wished to express sympathy with the relatives.

Mr. H. A. Young said that he joined with the Law Society in deploring the passing of an esteemed friend. The late Mr. Rowe had been of a genial nature and his knowledge and experience would be missed by the Bench, for he had often helped the Magistrates in solving problems which the community sent to the courts. As Dean of Faculty of Law at Canterbury College, Mr. Rowe must have been largely responsible for moulding the younger members of the profession, and the Bench wished to be associated with the Society in expressing regret and sympathy with the family.

Mr. E. D. Mosley said that he also wished to join with Mr. Young in extending to the Law Society and the family of the late Mr. Rowe his sympathy. It had been a great pleasure to the speaker to have known Mr. Rowe for from twenty to thirty years. He had come into contact with Mr. Rowe when in practice and it had always been a pleasure to deal with him. The speaker had nothing but the kindliest recollections of Mr. Rowe.

While the references were being made those in the Court stood and an adjournment of five minutes was made.

Consequent on the appointment of Mr. A. W. Blair as a Judge of the Supreme Court, the legal practice hitherto carried on under the name of Chapman, Tripp, Blair, Cooke, and Watson, will in future be carried on under the name of Chapman, Tripp, Cooke, and Watson by the following members of the former firm: Messrs. L. O. H. Tripp, P. B. Cooke, G. G. G. Watson, and A. G. Jorgensen, together with Mr. W. F. Hogg, who has been admitted into partnership.

Mr. H. L. Halliday, who has been Public Trustee at Apia for five years, has returned to New Zealand and taken up a position in the Customs Department.