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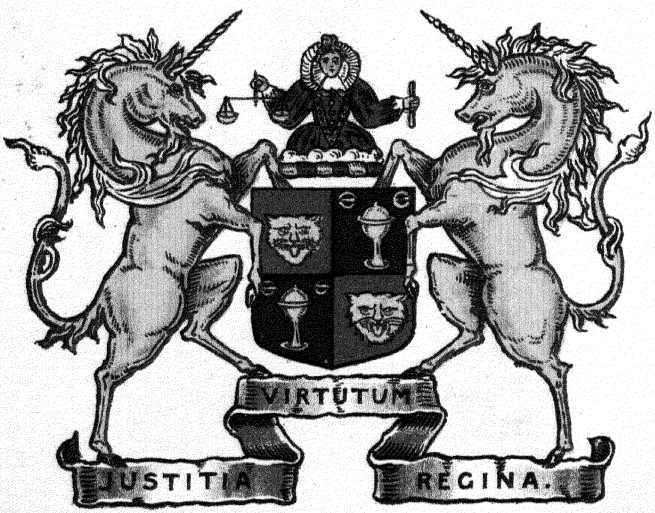
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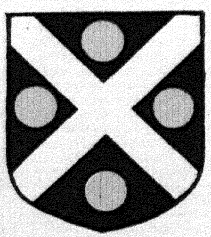
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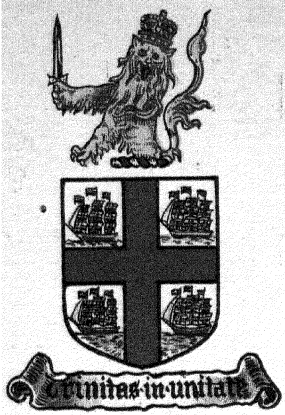


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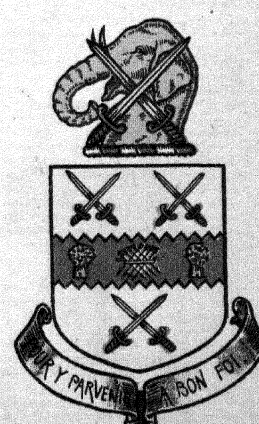
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COATS OF ARMS OF TRADE CORPORATIONS.

THE BUSINESS ENCYCLOPÆDIA AND LEGAL ADVISER

BY

W. S. M. KNIGHT
OF THE INNER TEMPLE, BARRISTER-AT-LAW

WITH A SERIES OF STATISTICAL ARTICLES
AND EXPLANATORY DIAGRAMS BY
JOHN HOLT SCHOOLING

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THE
BUSINESS ENCYCLOPÆDIA

P

PRINTERS should have particular regard to the law relating to LIBEL, CONTEMPT OF COURT, and NEWSPAPERS, and also to the statutory requirements in the case of bills offering rewards. Reference can also usefully be made to the article on CUSTOM. The statute law directly relating to printers is mainly the old legislation expressly excepted from appeal by the Newspapers, Printers, and Reading Rooms Repeal Act, 1869. No part of that law extends, however, to any papers printed by the authority and for the use of either House of Parliament. Printers are required to carefully preserve and keep one copy (at least) of every paper they print, and to legibly write thereon the name and abode of their employer. There is a penalty of £20 for neglecting or refusing, within six months from the date of printing, to produce the copy to a justice of the peace. But this provision does not extend to the impression of any engraving, or to the printing of the name and address of any person and the articles in which he deals, or to papers for the sale of estates or goods by auction or otherwise. Prosecutions must be commenced within three months after the penalty is incurred, one half of the penalty going to the informer and the other half to the crown. The name and address of the printer are not required to be printed upon the following: bank-notes, bank post bills, bills of exchange, promissory notes, bonds or other securities for the payment of money, bills of lading, policies of insurance, letters of attorney, deeds, agreements, transfers, or assignments of stock in any public corporation or company, dividend warrants, receipts for money or goods, proceedings in a court, warrants, and orders, and other papers printed by the authority of a public board or public office in the execution of their duties. Subject to the foregoing, every person who prints a paper or book which is intended to be published or dispersed must legibly print his name and place of abode or business upon the front thereof, if it is printed on one side only, or upon the first or last leaf if it consists of more than one leaf. Any one who publishes or disperses, or assists in publishing or dispersing a printed paper or book on which such name and address is not so printed, is liable to forfeit a sum of £5 in respect of every copy. In the case of books or papers printed at the University Press of Oxford, or the Pitt Press of Cambridge, the printer, instead of printing his name thereon, must print the following words: "Printed at the University Press, Oxford," or "The Pitt Press, Cambridge," as the case may be. No actions for

penalties can be commenced except in the name of the Attorney- or Solicitor-General in England, or the King's Advocate in Scotland. With regard to printing for parliamentary elections, printers should note that every bill, placard, or poster having reference to an election must bear upon its face the name and address of its printer and publisher. Any person printing, publishing, or posting, or causing to be printed, published, or posted any such bill, placard, or poster not bearing the requisite name and address will, if he is the candidate or his election agent, be guilty of an illegal practice; any other person is liable to a penalty of £100.

PROBATE.—A first duty of an executor is to duly prove his testator's will. This is done by bringing the will into the Probate Division of the High Court, and satisfying the Court that it is valid and sufficient. The Court has its principal registry at Somerset House, London, and District Registries in most of the important provincial towns, and it is in these registries that an executor obtains probate in cases where the registrar is satisfied that the will does not require a proof in solemn form, *i.e.* in open court, or where its validity is not contested. The great majority of wills are proved in the registries, without resort to open court. *See* EXECUTOR.

Instructions for obtaining Probate or Administration without employing a Solicitor.

1. The office hours of the Principal Registry are 10 to 4; Saturdays, 10 to 2. 2. Applications must be made in person and not by letter. The business of the department cannot be transacted with an agent, but only with the applicant. 3. Applicants should bring with them (1) the will (if any); (2) a registrar's certificate of the death; (3) an account of the whole property; (4) a list of the debts and funeral expenses of the deceased where such deductions can be made (see paragraph 5), and should attend as soon after 10 A.M. as possible. 4. *Bond.*—Except in the case of an executor, every applicant is required to enter into a bond with two sureties for the faithful administration of the estate, unless the applicant is the husband of the deceased or the estate does not exceed £50, when one surety is sufficient. The sureties, who must also attend at the registry, need not do so on the same occasion as the applicant, but subsequently if more convenient. Stamp duty (5s.) is payable on the bond if the estate exceeds £100. 5. *Fees and Estate Duty.*—Where the gross value of the estate (real and personal) does not exceed £500, a fixed fee of 15s. may be paid. The estate duty in such instances is 30s. if the property exceeds £100 and does not exceed £300, and 50s. if it exceeds the latter amount. No deduction for debts or funeral expenses is allowed in these cases. The fees payable by a widow or a child of an intestate whose whole personal estate without any deductions does not exceed £100, vary from 5s. to 13s. In other cases debts and funeral expenses may be deducted, and the fees and duty are determined by the net value of the property and other circumstances. 6. *Application at a District Registry.*—Where the deceased had a fixed place of abode within the district of one of the District Probate Registries application may be made at such district registry. 7. *Application at an Inland Revenue Office.*—Where the whole property without deduction of debts or funeral expenses does not exceed £500, application may be made at the Inland Revenue offices in certain places where there is no district registry. The fee payable is 15s. in all cases; and the estate duty where the property exceeds £100 is 30s. or 50s., as the case may be. 8. *Application to a County Court Registrar.*—Widows and children

of intestates, if residing more than three miles from a Probate Registry, and if the *whole* personal estate does not exceed £100, may apply to the Registrar of the County Court of the district within which the deceased lived. The fees vary from 5s. to 13s.

PROFIT AND LOSS.—When a man is engaged in business, his profits for the year are the excess of his receipts from his business during the year over his outlay for his business; the difference between the value of his stock and plant at the end and at the beginning of the year being taken as part of his receipts or as part of his outlay, according as there has been an increase or decrease of value. Such is the definition of profits as given by Professor Marshall in his *Principles of Economics*. It cannot, however, be adopted in its entirety, when considered from the legal point of view, in respect of the profits of companies. This was decided by Mr. Justice Farwell in *Bond* v. *Barrow Hematite Steel Co.*, who in that case quotes and considers the definition. The learned judge gives as a reason for not adopting the definition the fact that the phrase therein, "stock and plant," includes both fixed and circulating capital—fixed capital being that "which exists in a durable shape and the return to which is spread over a period of corresponding duration;" circulating capital being that "which fulfils the whole of its office in the production in which it is engaged, by a single use." All the legal authorities agree, in the opinion of Mr. Justice Farwell, "that circulating capital must be kept up." On the other hand, according to Lord Justice Lindley, in *Verner* v. *General and Commercial Investment Trust*, fixed capital may be sunk and lost and yet the excess of current receipts over current payments may be divided. [*See* CAPITAL.] A depreciation in circulating capital must therefore be made good before the balance can be arrived at which is intended to represent profit, and out of which the dividends will be paid. Nevertheless, "there is no hard and fast legal rule on the subject," said the Master of the Rolls in *In re National Bank of Wales*; "it may be safely said that what losses can be properly charged to capital, and what to income, is a matter for business men to determine, and it is often a matter on which the opinions of honest and competent men will differ." It is expressly provided in the Companies Acts that dividends shall not be paid out of capital, but this does not mean that capital, if lost, must be made up. A company may carry any balance it has to the credit of its profit and loss account to a suspense account or to reserve, and if the assets subsequently increase in value the amount neither has been nor will be part of the capital (*Bond* v. *Barrow Hematite Steel Co.*), and so may ultimately be distributed as profit. According to *Lee* v. *Neuchatel Asphalte Co.*, there is nothing in the Companies Acts to require a company to keep the value of its capital assets up to the level of its nominal capital, provided that dividends are only paid out of profits and not out of capital. This does not mean, however, that no company whatever which owns wasting property, such as a mine or patent, need ever create a depreciation fund. If the company was primarily formed to work that property, then undoubtedly, as a general rule, it need not set apart a sinking fund to meet the depreciation. On the other hand, it would doubtless be improper for a company to purchase out of capital the last two or three years of a valuable patent for example, and to distribute the whole of the receipts in respect thereof as profits without

replacing the capital expended in the purchase. But whether or no, in a particular case, a sinking fund should be established is a question which the Court will decide only upon the facts of that case. If, however, the general capital property of a company should rise in value, that increased value cannot lawfully be treated as a profit and made available as a fund for dividends (*Salisbury* v. *Metropolitan Rail. Co.*).

This question of profits came before the Court in a case (*Davison* v. *Gillies*) wherein it was claimed that a tramway company was improperly paying dividends before repairs had been provided for. The Master of the Rolls having decided that profits in connection with that case meant "net" profits, proceeded as follows: "What are net profits? A tramway company lays down a new tramway. Of course the ordinary wear and tear of the rails and sleepers, and so on, causes a sum of money to be required from year to year in repairs. It may or may not be desirable to do the repairs all at once; but if at the end of the first year the line of tramway is still in so good a state of repair that it requires nothing to be laid out on it for repairs in that year, still, before you can ascertain the net profits, a sum of money ought to be set aside as representing the amount in which the wear and tear of the line has, I may say, so far depreciated it in value as that that sum will be required for the next year or the next two years. Take the case of a warehouse. Supposing a warehouse-keeper, having a new warehouse, should find at the end of the year that he had no occasion to expend money in repairs, but thought that, by reason of the usual wear and tear of the warehouse, it was £1000 worse than it was at the beginning of the year, he should set aside £1000 for a repair or renewal or depreciation fund before he estimated any profits; because, although that sum is not required to be paid in that year, still it is the sum of money which is lost, so to say, out of capital, and which must be replaced. I should think no commercial man would doubt this is the right course—that he must not calculate net profits until he has provided for all the ordinary repairs and wear and tear occasioned by his business. In many businesses there is a regular sum or proportion of some kind set aside for this purpose. Shipowners, I believe, generally reckon so much a year for depreciation of a ship as it gets older. Experience tells them how much they ought to set aside; and whether the ship is repaired in one year or another makes no difference in estimating the profits, because they know a certain sum must be set aside each year to meet the extra repairs of the ship as it becomes older. There are very many other businesses in which the same thing is done."

PROMISSORY NOTES.—A promissory note is defined by the Bills of Exchange Act, 1882, as "an unconditional promise in writing made by one person to another signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to, or to the order of, a specified person or to bearer." In connection with this definition it should be noticed that an instrument in the form of a note, but which is payable to the maker's order, is not a promissory note unless and until he has indorsed it. A promissory note is not invalid merely because it also contains a pledge of collateral security with authority to sell or dispose of it; but, though no particular words are necessary to make an instrument a promissory note provided the promise and above-mentioned essentials

can be fairly implied therefrom (*Eddison* v. *Collingridge*), yet it must be something very different from a mere agreement between the parties or an acknowledgment or memorandum. The following has been held, in *Fancourt* v. *Thorne*, to be a valid note as distinguished from an agreement:—"On demand I promise to pay H., or order, £500, for value received, with interest; and I have lodged with H. the counterpart leases signed by D., for ground let by me to them as a collateral security for the £500 and interest." On the other hand a document running as follows:—"I have received £20 which I borrowed of you, and I have to be accountable for the said sum with interest," has been held not to be a valid note (*Horne* v. *Redfern*). Nor have the following documents any validity as notes, though they may have some value as evidence:—"Nottingham, Aug. 3, 1844. Borrowed of Mr. J. W. £200 to account for or on behalf of the Alliance Club, at two months' notice, if required" (*White* v. *North*); "1839, Nov. 1. I.O.U. £45, 13s. 0d. which I borrowed of Mrs. M., and to pay her five per cent. till paid" (*Gould* v. *Coombes*). In *Kirkwood* v. *Smith* a promissory note was held to be invalid because it contained the following clause: "No time given to, or security taken from, or composition or arrangements entered into with either party hereto, shall prejudice the rights of the holder to proceed against any other party." This decision, however, was overruled by the Court of Appeal in the case of *Kirkwood* v. *Carroll*. A note which is, or on the face of it purports to be, both made and payable within the British Islands is an inland note. Any other note is a foreign note. Until delivery thereof to the payee or bearer a promissory note is inchoate and incomplete. Two or more persons may join in making a promissory note, and they may be liable thereon jointly, or jointly and severally according to its tenor; and should a note, signed by two or more persons, run, "I promise to pay," it will be deemed to be their joint and several note. A payment by any one of the several makers of a joint and several note operates as a payment of the note by the others (*Beaumont* v. *Greathead*). If a note is drawn and signed as follows: "I, J. C., promise to pay J. F., or his order, £50 with interest, at six months' notice, (Signed) J. C., or else H. B," that note will have no validity as against H. B.; and a merely joint note signed "For J. C., R.M., J. P., and T. S.—R. M." would confer upon the payee no separate right of action against R. M. (*Galway* v. *Matthew*). A note payable on demand, and indorsed, must be presented for payment within a reasonable time of the indorsement. If it is not so presented the indorser is discharged. In determining what is such a reasonable time, regard must be had to the nature of the instrument, the usage of trade, and the facts of the case. And further, where a note payable on demand is negotiated, it is not deemed to be overdue, for the purpose of affecting the holder with defects of title of which he had no notice, merely because it appears that a reasonable time for presenting it for payment has elapsed since its issue. A promissory note which is made payable, in its body, at a particular place, must be presented for payment at that place in order to render the maker liable. In any other case, presentment for payment is not necessary in order to render the maker liable. But such presentment is always necessary in order to render an indorser liable. And as to an indorser, it should be noticed that where a note is in its body made payable at a particular place, presentment at that place is necessary in

order to render him liable; but when a place of payment is indicated by way of memorandum only, presentment at that place is sufficient, though not always necessary, for a presentment to the maker elsewhere, if sufficient in other respects, will also suffice to render an indorser liable. If the particular place is a house, it is a sufficient presentment on the maker of the note if a demand for payment is made at the house (*Saunderson* v. *Judge*). There is no need for an actual presentment in a case where the maker of a note has become bankrupt and closed his premises (*Howe* v. *Bowes*). By merely making a promissory note the maker is held by the law—(1) to expressly engage that he will pay it according to its tenor; (2) to be precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse. A promissory note is a negotiable instrument equally with a bill of exchange, and the provisions of the Bills of Exchange Act, with the necessary modifications, apply generally, so far as they relate to bills of exchange, to promissory notes. In applying these provisions the maker of a note corresponds with the acceptor of a bill; and the first indorser of a note corresponds with the drawer of an accepted bill payable to order. But some of the provisions of that Act as to bills of exchange do not apply to notes, such being those relating to presentment for acceptance, acceptance, acceptance supra protest, and bills in a set. Where a foreign note is dishonoured, protest thereof is unnecessary.

Generally.—A promissory note may be made payable by instalments, and in such a case the maker is entitled to days of grace in respect of each instalment. No note payable to bearer, on demand, may be made for a less sum than £20, unless it is made payable at the place of its issue. A promissory note, payable on demand, is a present debt, and is payable and actionable without any actual demand, and the statute of limitations begins to run from its date. It makes no difference that the note carries interest, except that thereby the debt is continually increasing day by day (*Norton* v. *Ellam*). A mere written direction by the holder of a note that it be destroyed, even though given at the point of death and because the note cannot at the time be found to be cancelled or given back to the maker, is not a sufficient legal renunciation by the holder of his rights in the note. A renunciation to be effective must either take the form of delivery up of the note itself to the maker, or be in writing and in itself a record of the renunciation; not simply a memorandum or note of the renunciation or of an intention or desire to renounce (*In re George: Francis* v. *Bruce*). An insufficiently stamped promissory note is not admissible in evidence to prove the loan of the money, nor the receipt of the money for which it was given (*Ashling* v. *Boon*). *See* BILL OF EXCHANGE.

PROMOTER.—This term is applied by law to every person who is actually engaged in the promotion—*i.e.* the bringing into existence—of a company, whether it be as the moving spirit in the matter or only as a subordinate assistant, provided he has authorised the issue of the prospectus. But professional men, such as solicitors, auditors, &c., who only perform their usual functions, are not promoters. Many people, however, would properly be called promoters whose connection with the promotion of a company is very indirect and distant, and who would themselves strenuously repel the suggestion that they are such in fact. There is no doubt that all those who are not openly professional promoters, in the generally accepted

sense of the term, have a strong dislike to be referred to as company promoters. The reason is that a certain popular odium has always been attached to the profession of a company promoter, and for this there has generally existed a considerable justification. Nevertheless the person who assists, for example, in finding a director for a proposed company, or in placing some shares therein, is, strictly speaking, equally a promoter with the person mainly responsible for the flotation. And so, too, the old-established city firm of merchants whose business, as a consequence of modern commercial development, has drifted from commerce into finance, is generally, by reason of its participation in up-to-date financial enterprise, as much a promoting firm as is some newly-established firm of so-called financial agents. It is necessary that this wide scope of the term should be well understood, because of the legal position that a promoter must necessarily occupy. He is regarded by the law as practically a trustee for the company whose formation he concerns himself with. And not merely a trustee for some clique of co-promoters, or even for the particular directors or shareholders with whom he is personally brought into contact, but for the company itself. This fact should be grasped by both promoters and shareholders; it is equally important to each of these classes. A promoter, because he occupies this fiduciary position, cannot lawfully make any secret profits; if he does so, the company is entitled to make him account therefor. And profits are considered to be secret unless they are disclosed, without any material reserve, to the company concerned And in this connection the statutory requirements with regard to the disclosure of certain facts in the PROSPECTUS (*q.v.*) of the company should be carefully observed, for now, by the Companies Act, 1908, the legislature has formulated rules which make it difficult for promoters, who invite the public to subscribe by a prospectus, to successfully evade the obligations of their position. Though a person whose connection with the formation of a company is only incidental may be a promoter in the legal sense of the term, and as such weighted with a certain responsibility to the public and his company in particular, it is the professional company promoter who looms most largely in the public eye, and who demands some special notice here. He has acquired his notoriety mainly by reason of the large and frequent profits he makes, his extensive and many bankruptcies, and the financial embarrassment in which he generally ultimately involves his constituents. His chief efforts have two objectives. The first is to collect money from the public by inducing subscriptions to a company upon the strength of statements in the prospectus; the second is to obtain money from that source by inducing the public to purchase in the market the shares in the company. In either case he must first proceed to the flotation of the company. The resulting liability is in the two cases very different. That the professional promoter has been quick to recognise this fact is shown by his preference for that mode of promotion which does not necessitate the issuing of a prospectus (for the definition of which see the Companies Act, 1908), and enables him to practically ignore those provisions of the Companies Acts which were intended to regulate his conduct and protect the public from attacks on its purse.

PROSPECTUS.—This expression was defined by the Companies Act, 1900, as meaning "any prospectus, notice, circular, advertisement, or other

invitation, offering to the public for subscription or purchase any shares or debentures of a company." The legal aspect of a prospectus is of material interest to at least two parties: the directors and promoters of a company who have issued a prospectus; and original shareholders and debenture holders in the company who have acquired their holdings on the strength of the statements contained in the prospectus. And the company itself may have an interest in the prospectus akin to that of directors in a case where it has been issued by the authority of, or ratified and adopted by the company, or the latter has allotted shares to applicants who have applied therefor, to its knowledge, as a result of the statements in the prospectus. Directors are particularly interested in a prospectus because they are responsible for the statements contained therein, and are liable to subscribers who may have suffered in consequence of its misrepresentations, suppressions of truth, and non-compliance with statutory requirements. Shareholders or debenture holders, in cases where they have become such because of misrepresentations, suppressions, non-compliance—and even ambiguities—may be entitled, as a consequence, to rescind—in certain cases before liquidation only—their contracts for shares and their allotments thereof, or to sue for damages, or to pursue both these remedies.

Statutory requirements.—The Act of 1908 has, in great detail, enumerated a number of conditions with which a prospectus should comply if the directors desire to avoid heavy penalties, and that allotments of shares made thereon should be valid and binding upon the allottees. Some preliminary points may be noticed. A prospectus must always be dated; and that date, unless the contrary is proved, will be taken to be the date of its publication. A copy must be signed by every person who is named therein as a director or proposed director, or by his agent authorised in writing. So signed, it should be filed with the registrar of joint-stock companies on or before the date of its publication. No prospectus can be lawfully issued until filed for registration, and every prospectus must state on the face of it that it has been so filed.

Particulars required to be set forth in a prospectus. There are fourteen groups of such particulars, and these are required to be inserted in "every prospectus issued by or on behalf of a company, or by or on behalf of any person who is or has been engaged or interested in the formation of the company." (1) There must be stated the contents of the memorandum of association, with the names, descriptions and addresses of the signatories, and the number of shares subscribed for by them respectively. And also the number of founders or management shares, if any, and the nature and extent of the interest of the holders in the property and profits of the company. (2) The number of shares, if any, fixed by the articles of association as the qualification of a director, and any provision in the articles of association as to the remuneration of the directors. (3) The names, descriptions, and addresses of the directors or proposed directors. (4) The minimum subscription on which the directors may proceed to allotment, and the amount payable on application and allotment on each share; and, in the case of a second or subsequent offer of shares, the amount offered for subscription on each previous allotment, and the amount actually allotted; and the amount, if any, paid on such shares. (5) The number and amount of shares and

debentures which within the two preceding years have been issued, or agreed to be issued, as fully or partly paid up otherwise than in cash, and in the latter case the extent to which they are so paid up, and in either case the consideration for which such shares or debentures have been issued or are proposed or intended to be issued. (6) The names and addresses of the vendors of any property purchased or acquired by the company, or proposed so to be purchased or acquired, which is to be paid for wholly or partly out of the proceeds of the issue offered for subscription by the prospectus, or the purchase or acquisition of which has not been completed at the date of the issue of the prospectus, and the amount payable in cash, shares, or debentures to the vendor, and where there is more than one separate vendor, or the company is a sub-purchaser, the amount so payable to each vendor. Where the vendors or any of them are a firm, the members of the firm are not to be treated as separate vendors. (7) The amount (if any) paid or payable as purchase-money in cash, shares, or debentures, of any such property as aforesaid, specifying the amount payable for goodwill. (8) The amount (if any) paid within the two preceding years, or payable, as commission for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in or debentures of the company, or the rate of any such commission. It is not necessary, however, to state the commission payable to sub-underwriters. (9) The amount, or estimated amount, of preliminary expenses. (10) The amount paid within the two preceding years, or intended to be paid, to any promoter, and the consideration for any such payment. (11) The dates of and parties to every material contract, and a reasonable time and place at which any material contract or a copy thereof may be inspected. This requirement does not apply, however, to a contract entered into in the ordinary course of the business carried on or intended to be carried on by the company, or to any contract entered into more than two years before the date of the publication of the prospectus. (12) The names and addresses of the auditors (if any) of the company. (13) Full particulars of the nature and extent of the interest (if any) of every director in the promotion of or in the property proposed to be acquired by the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares or otherwise by any person either to induce him to become, or to qualify him as a director or otherwise for services rendered by him in connection with the promotion or formation of the company. (14) Where the company is a company having shares of more than one class, the right of voting at meetings of the company conferred by the several classes of shares respectively.

For the purposes of these requirements a person is considered to be a vendor who has entered into any contract, absolute or conditional, for the sale or purchase, or for any option of purchase, of any property to be acquired by the company. But this proposition must be qualified by limiting its application to cases where—(*a*) the purchase-money is not fully paid at the date of publication of the prospectus; or (*b*) the purchase-money is to be paid or satisfied wholly or in part out of the proceeds of the issue offered for subscription by the prospectus; or (*c*) the contract depends for its validity or fulfilment on the result of such issue. If the property to be acquired by the company is to be taken on lease then the expression "vendor"

includes the lessor, and the expression "purchase-money" includes the consideration for the lease, and the expression "sub-purchaser" includes a sub-lessee.

The foregoing requirements do not apply to a circular or notice inviting existing members or debenture-holders of a company to subscribe for further shares or debentures. They do, however, apply generally to any prospectus, whether issued on or with reference to the formation of a company or subsequently. But in the case of a prospectus published more than one year after the date at which the company is entitled to commence business certain of these requirements do not apply. Such are those as to the memorandum of association, and the qualification, remuneration, and interest of directors, the names, descriptions, and addresses of directors and proposed directors, and the amount or estimated amount of preliminary expenses. There are other provisions in the Act relating to prospectuses which have a great and far-reaching importance, particularly that which avoids the "waiver" clause. The Act expressly declares that a condition requiring or binding an applicant for shares or debentures to waive compliance with any of the foregoing requirements, or purporting to affect him with notice of any contract, document, or matter not specifically referred to in the prospectus, shall be void. Prior to the statutory meeting a company cannot vary the terms of a contract referred to in the prospectus, except subject to the approval of that meeting. Where a prospectus is published as a newspaper advertisement it is not necessary to specify the contents of the memorandum of association or the signatories thereto, and the number of shares subscribed for by them.

Statutory liability of directors in respect of a prospectus.—The liability of a director for breaches of the above provisions is not defined by the Act, but an action would lie for damages sustained by reason of non-compliance with the statute. In the event, however, of such non-compliance, a director, or other person responsible for the prospectus, does not incur any liability by reason of that non-compliance, if he can prove that—(*a*) as regards any matter not disclosed he was not cognizant thereof; or (*b*) the non-compliance arose from an honest mistake of fact on his part. But in the event of non-compliance with requirement (13), no director or other person incurs a liability in respect of the non-compliance unless it is proved that he had knowledge of the matters not disclosed. Section 85 provides that no allotment shall be made of any share capital of a company unless the following conditions have been complied with: (*a*) the amount (if any) fixed by the memorandum or articles of association and named in the prospectus as the minimum subscription upon which the directors may proceed to allotment; or (*b*) if no amount is so fixed and named, then the whole amount of the share capital so offered for subscription has been subscribed and paid for as named. The amount payable on application must not be less than 5 per cent. of the nominal amount of the share. If the above conditions have not been complied with on the expiration of forty days after the first issue of the prospectus, all money received from applicants for shares shall be repaid, failure on the part of the directors to do so within forty-eight days of the issue of the prospectus renders them personally liable to repay that money with 5 per cent. interest and costs. Proceedings against directors under this section must be instituted within two years of the date of allotment.

Liability for statements in a prospectus is the main burden of that Act. It attaches thereunder to every one who is a director of a company at the time of the issue of the prospectus, and also to "every person who having authorised such naming of him is named in the prospectus or notice as a director of the company either immediately or after an interval of time, and every promoter of the company, and every person who has authorised the issue of the prospectus or notice." And the liability is to pay compensation to all persons who subscribe for shares, debentures, or debenture stock on the faith of the prospectus for the loss or damage they may sustain by reason of any untrue statement therein, or in any report or memorandum appearing on the face thereof, or by reference incorporated therein or issued therewith. Escape from this liability is only possible under certain circumstances, namely, where it is proved—

"(*a*) With respect to every such untrue statement not purporting to be made on the authority of an expert, or of a public official document or statement, that he had reasonable ground to believe, and did up to the time of the allotment of the shares or debentures, as the case may be, believe, that the statement was true; and (*b*) with respect to every such untrue statement purporting to be a statement by or contained in what purports to be a copy of or extract from a report or valuation of an expert, that it fairly represented the statement or was a correct and fair copy of or extract from the report or valuation. Provided that the director or other person who authorised the issue of the prospectus shall be liable to pay compensation as aforesaid if it be proved that he had no reasonable ground to believe that the person making the statement, report, or valuation was competent to make it; and (*c*) with respect to every such untrue statement purporting to be a statement made by an official person or contained in what purports to be a copy of or extract from a public official document, that it was a correct and fair representation of such statement or copy of or extract from such document. There would be no liability where it is proved that, having consented to become a director of the company, he withdrew his consent before the issue of the prospectus, and that it was issued without his authority or consent; or the prospectus was issued without his knowledge or consent, and that on becoming aware of its issue he forthwith gave reasonable public notice that it was issued without his knowledge or consent; or after the issue of such prospectus and before allotment thereunder, he, on becoming aware of any untrue statement therein, withdrew his consent thereto, and caused reasonable public notice of such withdrawal, and of the reason therefor, to be given.

A promoter so referred to means one who was a party to the preparation of the prospectus, or of the portion containing the untrue statement; it does not include any person by reason of his acting in a professional capacity for persons engaged in procuring the formation of the company. The word "expert" includes any person whose profession gives authority to a statement made by him.

Person improperly inserted as a director.—It may be that a prospectus

is issued which contains the name of a person as a director, or as having agreed to become a director, and such person has not consented to become a director, or has withdrawn his consent before the issue of the prospectus. In such a case the directors of the company, except any without whose knowledge or consent the prospectus was issued, and any other person who authorised its issue, will be liable to indemnify the person improperly named as a director. This indemnification will extend to all damages, costs, charges, and expenses to which the latter person has been made liable by reason of his name having been inserted in the prospectus, or in defending himself against any action or legal proceedings brought against him in respect thereof. A director who, by reason of his having authorised the issue of a prospectus, becomes liable to pay damages or compensation is entitled to contribution, as in cases of contract, towards his liability from those of his co-directors who are themselves similarly liable. But it would appear that a promoter has no such right of contribution. *See* DECEIT; DIRECTORS; FRAUD.

PROTECTION AND FREE TRADE.—A commercial country such as the United Kingdom is deeply interested in the subject of its foreign trade—its imports and exports. In connection with that trade a number of important questions are for ever being debated, and perhaps the most important of these is whether the present policy of free trade shall be modified or abandoned in favour of a policy of protection. It is noticed, in particular, that there is an enormous and constant excess in value of imports over exports; and that certain home produce and manufactures are unable to compete in this country with produce and manufactures of the same character imported from abroad. It is urged that an excess of imports means practically a corresponding indebtedness of this country to those foreign countries from which the imports are derived, thus entailing a loss in the operation; and that the effect of certain foreign competition is to stifle home production and manufacture and, consequently, diminish the opportunities for the employment of capital and labour. It being a fact that other countries impose various prohibitive duties upon most of their imports, and grant bounties on some of their exports in order that the amount thereof may be restricted or increased, as the case may be, and their home productions and manufactures encouraged, a very influential class in the United Kingdom persistently agitate that this country should adopt a similar policy. Such a policy is one of protection. The British policy continues, however, to follow the principle of free trade; it declines to tax imports except only for the purposes of revenue, and it refrains as a rule from granting bounties. To those who demand a policy of protection it is answered that, as a matter of fact, the excess of imports is more apparent than real, for it is fully accounted for by, amongst other items, the dividends earned by British capital abroad and by the freights earned by the British bottoms that carry the great bulk of the world's commerce. And even if so precise an answer could not have been given it is contended that the "excess of imports" argument is a fallacious one, inasmuch as it assumes that international trade is one of actual international competition, whereas it is necessarily one of international co-operation conducted by means of mutual exchange of goods, or barter. An important

factor in the doctrine of free trade is the theory that "nations only engage in trade when an advantage arises from their doing so." To the further contention of the protectionist the free trader replies, in effect, that a country should produce and manufacture only that for which it has special facilities, as compared with the facilities of its competitors, and that a defeated or decayed industry has no right to extraordinary support. Such, in brief outline, is the nature of the conflict between protection and free trade. And until all countries having commercial relations with England accept and put into practice the principle of free trade, it is fairly certain that a policy of protection for England will continue to be agitated. *See* INTERNATIONAL TRADE; ZOLLVEREIN.

PUBLIC AUTHORITIES.—With a view to the protection of persons acting in the execution of statutory and other public duties there was passed, in 1893, a generalising and amending statute called the Public Authorities' Protection Act. The statute applies particularly to legal proceedings, civil or criminal, which are commenced against some person for an act done in pursuance, or execution, or intended execution of an Act of Parliament, or of a public duty or authority, or in respect of an alleged neglect or default in the execution of any such act, duty, or authority. The relevant provisions are as follows:—(*a*) The proceedings cannot be instituted unless they are commenced within six months next after the act, neglect, or default complained of, or, in case of a continuance of injury or damage, within six months next after the ceasing thereof: (*b*) Wherever a judgment is obtained in such proceedings by the defendant, it will carry costs as between solicitor and client: (*c*) Where the proceedings are for damages, tender of amends before commencement of the proceedings may, in lieu of or in addition to any other plea, be pleaded. If the proceedings were commenced after the tender, or are continued after payment into Court of any money in satisfaction of the plaintiff's claim, and the plaintiff does not recover more than the sum tendered or paid, he will not recover any costs incurred after the tender or payment; and the defendant will be entitled to costs as between solicitor and client as from the time of the tender or payment; but this provision does not affect costs on any injunction in the proceedings: (*d*) If, in the opinion of the Court, the plaintiff has not given the defendant a sufficient opportunity of tendering amends before the commencement of the proceedings, the Court may award to the defendant costs as between solicitor and client. But these provisions do not affect any proceedings by a Government department against a local authority or its officer. So much of any public general Act as relates to the matters the subject of the statute now under consideration is expressly repealed; but there is no repeal of an Act which applies to Scotland only, and which contains a limitation of the time and other conditions for legal proceedings against public authorities.

PUBLIC STORES.—Under this designation are comprehended all goods and chattels under the care, superintendence, or control of a public department, the latter term including the department of a Secretary of State or the Admiralty or any public office. By the Public Stores Act, 1875, certain marks are prescribed in order to denote his Majesty's property in stores marked therewith. No one without lawful authority (proof of which authority lies on the party accused) may apply any of these marks on

such stores under pain of conviction as a misdemeanant. The following are the prescribed

Marks Appropriated for Use in or on His Majesty's Stores.

Stores.	Marks.
Hempen cordage and wire rope	White, black, or coloured worsted threads, laid up with the yarns and the wire respectively.
Canvas, fearnought, hammocks, and seamen's bags	A blue line in a serpentine form.
Bunting	A double tape in the warp.
Candles	Blue or red cotton threads in each wick or wicks of red cotton.
Timber or metal Any stores not before enumerated, whether similar to the above or not	The name of his Majesty, his predecessors, his heirs or successors, or of any public department, or any branch thereof, or the broad arrow, or a crown, or his Majesty's arms, whether such broad arrow, crown, or arms be alone or be in combination with any such name as aforesaid, or with any letters denoting any such name.

Obliteration, &c.—Any one who, in order to conceal his Majesty's property in any stores, takes out, destroys, or obliterates the mark or any part of it, will be guilty of a felony, and liable to penal servitude. A constable has power to search vehicles, vessels, and persons for stores which he believes to have been unlawfully obtained and concealed. *Unlawful possession.*—If any person is charged before the magistrates with conveying or with having in his possession or keeping any stores reasonably suspected of being stolen or unlawfully obtained, and does not give a satisfactory account how he came by them, he will be deemed guilty of a misdemeanour, and be liable to imprisonment. *Dealers, &c.*—It may be that stores are found in the possession or keeping of a dealer in marine stores or in old metals, or a pawnbroker. Under such circumstances the person concerned can be taken before the magistrates, and will be fined £5, if the Court sees reasonable grounds for believing the stores found to have been his Majesty's property, and the accused cannot satisfactorily show that he came by them lawfully. For the purposes of registration a conviction under this Act of an old metal dealer is equivalent to a conviction under the Old Metal Dealers Act, 1861. *Criminal possession explained.*—For the purposes of the Public Stores Act, stores are deemed to be in the possession or keeping of any person if he knowingly has them in the actual possession or keeping of any other person, or in any house, building, lodging, apartment, field, or place, open or enclosed, whether occupied by himself or not, and whether the same are so had for his own use or benefit or for the use or benefit of another.

PYX.—This is the name given to a packet containing average samples of gold or silver coins to be tested, at the Goldsmiths' Hall, by a jury of

goldsmiths. This test is called the Trial of the Pyx. It is held annually, and the verdict is signed by each member of the jury and also by the King's Remembrancer. The packets of coins are produced to the jury by the officers of the Royal Mint, and the jury select a small number of each class of coin therefrom. The manner in which gold coins are dealt with is representative of the general procedure. The jury first weigh each of the selected coins separately, in order to ascertain that they are within the remedy as to weight prescribed in the first schedule to the Coinage Act, 1870, as amended by the Coinage Act, 1901. They then melt the coins so selected and weighed into an ingot, and assay the ingot, comparing it with the standard gold trial plate of the Board of Trade, and by this means they are enabled to ascertain whether the metal is within the remedy as to fineness prescribed by the Act of 1870. Having thus tested the selected samples, the jury proceed to weigh the residue of the coins in bulk, and then to weigh and assay separately another selection—this time from the residue.

Q

QUARANTINE.—On the arrival of a ship from a foreign port the customs officer who visits the ship is required, as part of his regular duty, to ascertain, as far as possible, whether the ship is infected with cholera, yellow fever, or the plague. A ship is considered to be so infected if there is, or has been during the voyage, or during her stay in the port of departure or in a port in the course of her voyage, any case of these diseases. Should the customs officer have any reason to suspect that the ship is infected, or has come from an infected place, he calls upon the master or surgeon to make a written declaration as to the presence or absence of any cases of infection. Then, if he still has reason to suspect infection, he has power to detain the ship and order the master forthwith to moor or anchor her. Whilst the ship is so detained, no person (other than the customs officer or any one acting in execution of the quarantine regulations) is permitted to leave her. A customs officer who so detains a ship must forthwith give notice of the detention, and of the cause, to the sanitary authority of the place where the ship is lying. The detention will cease as soon as the ship has been visited and examined by the medical officer of health and declared to be free from infection; but if the examination is not commenced within twelve hours after the ship has been moored or anchored, the ship is entitled to release from her detention. If the ship is found to be infected it will be moored or anchored in a place fixed for that purpose by the sanitary authority, and must remain there, without any person leaving her, until released by the authority. The master of an infected ship must, when within three miles of the coast, hoist a large flag of yellow and black, borne quarterly, at the masthead or where it can be best seen. And this flag is required to be kept displayed during the whole of the time between sunrise and sunset, and no person (other than a customs officer or a person acting in execution of quarantine duties) can leave the ship except by permission of the customs officer or the medical officer of health. A penalty of £100 is incurred by any one who wilfully neglects or refuses to obey or carry out, or

obstructs the execution of, any lawful regulation relating to quarantine. There is nothing in the quarantine regulations which renders liable to detention, disinfection, or destruction, any article forming part of a mail (other than a parcel mail) conveyed under the authority of the Postmaster-General, or of the postal administration of a foreign government; or which can prejudicially affect the delivery in due course of any such mail (other than a parcel mail).

QUARRIES.—*Fencing.*—For the purposes of the Quarry (Fencing) Act, 1887, the term quarry is defined as including "every pit or opening made for the purpose of getting stone, slates, lime, chalk, clay, gravel, or sand, but not any natural opening." The Act, which does not extend to Scotland and Ireland, makes specific provision for the fencing of certain quarries. It provides that where any quarry dangerous to the public is in open or unenclosed land, within fifty yards of a highway or place of public resort dedicated to the public, and is not separated therefrom by a secure and sufficient fence, it shall be kept reasonably fenced for the prevention of accidents. Unless it is so kept it will be deemed to be a nuisance liable to be dealt with summarily under the Public Health Act, 1875. The general *Regulation of Quarries* is the subject of the Quarries Act, 1894. This Act applies to "every place (not being a mine) in which persons work in getting slate, stone, coprolites, or other minerals, and any part of which is more than twenty feet deep." In the first place the Act applies to such quarries, in like manner as they apply in the case of mines, certain specified provisions of the Metalliferous Mines Regulation Acts. These provisions are sections 9, 11, 15 to 18, 24 to 40, 42 and 43 of the Mines Act of 1872, and section 1, except the proviso, of the Act of 1875. But the word "explosive" should be substituted for the word "powder" in section 11 of the Act of 1872. In section 41 of that Act only the definitions of "owner" and "agent," and the definition of "court of summary jurisdiction," so far as it relates to Scotland, apply to quarries. Inspectors under the Metalliferous Mines Acts are constituted inspectors of quarries; and it is stipulated that in the appointment of such inspectors in Wales and Monmouthshire, among candidates equally qualified, those who have a knowledge of the Welsh language shall be preferred. The Factory Act applies to quarries with certain modifications. Thus, inspectors of mines exercise the powers of inspectors under the Factory Act; nothing in the Factory Act is to prevent the employment in a quarry, as above defined, of young persons in three shifts for not more than eight hours each. *See* MINES.

R

RAILWAY AND CANAL COMMISSION is the title given by the Railway and Canal Traffic Act, 1888, to a court of record, consisting of two appointed and three *ex officio* commissioners, to which the jurisdiction of the former railway commissioners was by that Act transferred. The two "appointed" commissioners are so called from their appointment by the Crown on the recommendation of the Board of Trade, it being necessary, however, that one of them should have experience in railway business. The *ex officio* commissioners are English, Scotch, and Irish judges. Three of the

commissioners form a quorum, and a sitting is presided over by an *ex officio* commissioner, whose opinion on law must prevail.

Jurisdiction.—The jurisdiction of the commissioners has relation, mainly, to the settlement of disputes between railway companies and the public in regard to the facilities and conditions of traffic. It now also extends, however, to certain duties formerly within the functions of the Board of Trade, particularly to the exercise of the powers conferred on the Board by the Railway Clauses Act, 1863, or by any special Act, with respect to the approval of working agreements between railway companies; and to the powers and duties of the Board with respect to the exercise by railway companies of their powers in relation to steamships. But more pertinent to the business man is its jurisdiction in respect of disputes. This includes the following matters: (1) (*a*) *Delay and partiality of companies.*—It is the duty of railway and canal companies, under section 2 of the Railway and Canal Traffic Act, 1854, to afford all reasonable facilities for the receiving and forwarding and delivering of traffic upon their systems, and for the return of carriages, trucks, boats, and other vehicles; (*b*) they must not make or give any *undue or unreasonable preference* or advantage to or in favour of any particular person or company, or any particular description of traffic, in any respect whatsoever; nor may they subject any particular person or company, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever; (*c*) *Facilities for through traffic.*—Every company which works its system as part of a greater continuous system, or has a terminus, station, or wharf near a like place of another company, must afford all due and reasonable facilities for receiving and forwarding all the traffic arriving by one or the other, without any unreasonable delay, and without any such preference or advantage, or prejudice or disadvantage, as above mentioned, so long as no obstruction is caused to, or reasonable accommodation taken from the public using the whole continuous system. (2) *Equality of treatment* by a railway company that works steamers in connection with its line is an obligation imposed by section 16 of the Regulation of Railways Act, 1868; it must not decrease or increase its fares in respect of the steamship traffic according as the passenger has or has not travelled, or intends or does not intend to travel, upon its railway system. (3) Under the *special Act* of a company the latter may be under some obligation in respect of such matters as the provision of stations, roads, or other similar works for public accommodation, or private branch railways and private sidings. (4) The *tolls and rates* charged or sought by a railway company must be legal, it being immaterial in this connection whether there is an undue preference or not. (5) *Rebate on sidings rates.*—The determination of what, if any, is a reasonable and just allowance or rebate whenever merchandise is received or delivered by a railway company at a siding or branch railway not belonging to the company, and the company and the consignor or consignee disagree as to the allowance or rebate to be made from the rates charged on account of the company not providing station accommodation or performing terminal services.

The complaint.—Any person who is aggrieved by reason of a company failing to observe any of its statutory obligations of the above class can make a complaint to the Commissioners. And so also in case of dispute between him

and the company, whether in fact the latter is in default and the grievance is a valid one. But, generally, the complaint cannot be proceeded with before the Commissioners unless the complainant first obtains a permissive certificate from the Board of Trade. The general rule is that only the person actually aggrieved can prefer a complaint, but to this there is a special statutory exception in favour of certain public authorities and commercial associations. These authorities and associations are enumerated in section 7 of the Act of 1888 as follows:—"(*a*) Any of the following local authorities, namely, any harbour board, or conservancy authority, the Common Council of the city of London, any council of a city or borough, any representative county body which may be created by an Act passed in the present or any future session of Parliament, any justices in Quarter Sessions assembled, the Commissioners of Supply of any county in Scotland, the Metropolitan Board of Works or any urban sanitary authority not being a council as aforesaid, or any rural sanitary authority; or (*b*) any such association of traders or freighters, or chamber of commerce or agriculture as may obtain a certificate from the Board of Trade that it is, in the opinion of the Board of Trade, a proper body to make such complaint."

Various powers.—The jurisdiction of the Commissioners to decide disputes relating to tolls and rates includes the power to enforce payment thereof, or of so much as they decide to be legal. They can even order traffic facilities, notwithstanding the company may have entered into some agreement inconsistent therewith with another company or party, provided the agreement is not officially confirmed. And in addition to or in substitution for any relief, they may award to a complaining party who is aggrieved such damages as they find he has sustained; such an award of damages will be a complete satisfaction of any claim for damages, including repayment of overcharges, which the party would otherwise have had by reason of the matter of complaint. But these damages cannot be awarded unless complaint has been made to the Commissioners within one year from the discovery by the party aggrieved of the matters complained of. The Commissioners can also make orders as to payment of costs.

Appeal.—No appeal lies from the Commissioners upon a question of fact, or upon any question regarding the *locus standi* of a complainant. Otherwise an appeal lies, in England or Ireland, to the court of appeal; in Scotland, to the court of session in either division of the inner house. If there is a difference of opinion between the judges of the appeal there is a further appeal, by leave, to the House of Lords.

RAILWAYS.—At least two points of view may be selected from which to discuss the subject of railways, each appealing to the interest of practically the whole community. There is first the point of view of the investor, which more or less coincides with that of those whose concern is the general commercial condition of the country as evidenced by the state of railway enterprise; then there is the point of view of the average member of the public who regards a railway company almost entirely as a carrier—either of goods or passengers, or of both. It is proposed in this article to deal with the subject from both these points of view, and in the above order.

Capital.—The capital of a railway company may generally be divided into five separate classes—its "Ordinary," "Guaranteed," and "Preferential" capital of shares or stock; and its capital raised by "Loans" and "Debenture" stock.

At the close of 1908 the total amount of the capital of the railway companies of the United Kingdom returned as "paid up" was £1,310,533,212; but of this sum over £196,400,000 does not represent a cash consideration, for it consists of only "water" or nominal additions on the consolidation, conversion, and division of stocks. This "water" forms 18½ per cent. of the ordinary stock, and 13 per cent. of the total of the guaranteed and preference stock, and 12¾ per cent. of the total of the loans and debenture stock. It is apparent from this that in the struggle to distribute satisfactory dividends, the railway companies are heavily handicapped by a load of capital which has never directly assisted to earn dividends. The following table (and see the third table below) shows how railway dividends tend to decrease.

Average Rate of Dividend or Interest on each Description of Capital in each of the Years from 1899 *to* 1908 *for the United Kingdom.*

Year.	Ordinary.	Preferential.	Guaranteed	Preferential and Guaranteed.	Loans.	Debenture Stock.	Loans and Debenture Stock.	All Classes.
1899	3·81	3·51	4·09	3·67	4·14	3·44	3·47	3·67
1900	3·34	3·38	4·07	3·57	4·17	3·44	3·47	3·45
1901	3·05	3·35	4·04	3·53	4·17	3·44	3·46	3·33
1902	3·32	3·42	4·03	3·58	4·17	3 43	3 46	3·45
1903	3·30	3·43	4·00	3·58	4·13	3·42	3·45	3·44
1904	3·26	3·43	3·99	3·58	3·60	3·42	3 42	3·42
1905	3·29	3·44	4·00	3·59	3·61	3·42	3·42	3·43
1906	3·35	3·46	4·00	3·60	3·61	3·42	3·42	3·46
1907	3·31	3·46	4·00	3·61	3·60	3·42	3·43	3·45
1908	2·99	3·42	3·99	3·57	3·60	3·43	3·43	3·32

Traffic and its receipts.—During the year 1908 there was an appreciable increase in the receipts from passenger traffic, but the receipts from goods traffic, which reached their height in 1907, presented a much more than corresponding falling off. In the result the total receipts from traffic decreased, for the first time since 1893, though they remained in excess of the year 1906. The most striking point in connection with passenger traffic is the decrease in the number of second-class passengers. The public prefer to travel second class on the longer journeys, but not on shorter journeys, other than in the case of season-ticket holders. The decrease for that year in the goods traffic is mainly attributable to the "mineral" and "general merchandise" branches. About half of the decrease in mineral traffic is accounted for by a decrease in the production and export of coal. The production of coal and iron has always a most important bearing on the railway receipts from mineral traffic; whenever such production decreases or increases the receipts from mineral traffic sympathetically decrease or increase. In 1908 the passenger traffic produced £51·7 millions, while the goods traffic produced £58·9 millions.

Working expenditure is always a most important factor in railway finance. As it proportionately increases so do profits decrease. And unfortunately there would now appear to be a decided tendency to increase in this respect. In 1892 the proportion working expenses bore to gross receipts was 56 per cent. By the year 1905 this had increased to 62 per cent., and by 1908 to 63·7 per cent.

A principal item in the increase of working expenditure is that of rates and

taxes, in respect of which there continues an increasing pressure. The high prices of coal and the rates of wages are also responsible for a share in the general increase, coal particularly. The amounts of "rates and taxes" paid by the railway companies in each year since 1898 have been as follows :—

Year.	Total Amount of Rates and Taxes.	Increase (+) or Decrease (−) Compared with Previous Years.
	£	£
1899 . . .	3,582,000	...
1900 . . .	3,757,000	(+) 175,000
1901 . . .	3,980,000	(+) 223,000
1902 . . .	4,228,000	(+) 248,000
1903 . . .	4,493,000	(+) 265,000
1904 . . .	4,736,000	(+) 243,000
1905 . . .	4,933,000	(+) 197,000
1906 . . .	4,965,000	(+) 32,000
1907 . . .	4,863,000	(−) 102,000
1908 . . .	4,884,000	(+) 21,000

A consideration of the above figures suggests a slackening of the demands of local authorities on railway companies, and it will be interesting to see, a year hence, whether the tendency has been continued.

Net earnings and dividends.—We now turn to the question of the actual net earnings of the companies in 1908. The total gross receipts (including receipts from miscellaneous sources other than traffic receipts) in 1908 amounted to £119,894,000, and the total working expenditure to £76,408,000, leaving the total net receipts at the sum of £43,486,000. The total net receipts for 1900 were £40,100,000. But as, since that year, the total capital had considerably increased, the actual decrease in the proportion of net earnings to capital was greater than appears on the face of the figures. The average rates of dividend paid on loans and debenture stock and on guaranteed and preference stock being substantially the same as in the previous year (see first table above), it is evident that the ordinary capital bears the brunt of the reduction. The following statement compares the proportion of net earnings to capital realised in 1906–8 with quinquennial averages for the preceding thirty-five years :—

Years.	Proportion of net earnings to Capital.
	Per Cent.
Average of 1871–1875 . . .	4·56
,, 1876–1880 . . .	4·29
,, 1881–1885 . . .	4·22
,, 1886–1890 . . .	4·07
,, 1891–1895 . . .	3·80
,, 1896–1900 . . .	3·64
,, 1901–1905 . . .	3·38
,, 1906–1908 (three years)	3·41

Summary.—The following table is a summary of the mileage, capital, traffic receipts, working expenses, and net earnings of the railways of the United Kingdom in 1907 and 1908 compared.

	1907.	1908.	Increase or Decrease in 1908.	
			Amount.	Per Cent.
	Miles.	Miles.	Miles.	
Mileage	23,205	23,108	(+) 117	(+) 0·5
Of which double or more	12,916	12,845	(+) 81	(+) 0·6
	£	£	£	
Capital	1,310,533,000	1,294,066,000	(+) 16,467,000	(+) 1·3
Amount included in the foregoing, which is nominal only	*196,365,000*	*195,878,000*	(+) *487,000*	(+) *0·2*
Ordinary Capital	491,633,000	489,189,000	(+) 2,444,000	(+) 0·5
Amount included in the foregoing, which is nominal only	*90,986,000*	*90,500,000*	(+) *486,000*	(+) *0·5*
Receipts:—	£	£	£	
Passenger traffic	51,661,000	50,975,000	(+) 689,000	(+) 1·4
Goods traffic	58,888,000	61,203,000	(−) 2,315,000	(−) 3·8
Miscellaneous	9,342,000	9,371,000	(−) 29,000	(−) 0·3
Total	119,894,000	121,549,000	(−) 1,655,000	(−) 1·4
Working expenditure	76,408,000	76,609,000	(−) 201,000	(−) 0·3
Net earnings	43,486,000	44,940,000	(−) 1,454,000	(−) 3·2
	Per Cent.	Per Cent.		
Proportion of net earnings to capital	3·32	3·47	(−) 0·15	
Dividend paid on ordinary capital	2·99	3·31	(−) 0·32	

Liability for Passengers' Luggage.—A railway company is invariably under a statutory obligation, through its special Act, to carry luggage for its passengers, the Act specifying certain quantities, differing according to the class of passenger, which must be carried free of all charge. Passengers by excursion trains are generally excluded from the benefit of this obligation, but the practice now of the railway companies in such cases is to agree to carry certain specially quoted quantities, making it a condition, however, that they incur no liability to the passenger in respect of loss or delay in the transit. Each company having a separate and independent special Act, it is not surprising to find that the statutory minimum of quantity is not common to all the companies. Nevertheless, there is a certain approximation to equality, for every company allows somewhere about 120 lbs. of luggage for a first-class passenger, 100 lbs. for a second class, and 60 lbs. for a third class.

What it is.—Passengers' luggage, to come within the meaning of the term, must be personal luggage. And *personal* luggage is whatever the passenger takes with him for his personal use or convenience according to the habits or wants of the particular class to which he belongs, either with reference to the immediate necessities or to the ultimate purpose of the journey. Such is the explanation of Chief-Justice Cockburn, in *Macrow* v. *G.-W. Ry. Co.*, who continues as follows: "This would include not only all articles of apparel, whether for use or ornament, but also the gun-case or fishing apparatus of the sportsman, the easel

of an artist on a sketching tour, or the books of the student, or other articles of an analogous character, the use of which is personal to the traveller, and the taking of which has arisen from the fact of his journeying. On the other hand, the term 'personal luggage' being confined to that which is personal to the traveller, and carried for his use or convenience, it follows that what is carried for the purposes of business, such as merchandise or the like, or for larger or ulterior purposes, such as articles of furniture or household goods, would not come within the description of personal luggage unless accepted as such by the carrier. The articles as to which the question in the present case arises consisted of bedding. Now, though we are far from saying that a pair of sheets or the like taken by the passenger for his own use on a journey might not fairly be considered as personal luggage, it appears to us that a quantity of articles of this description intended not for the use of the travellers on the journey, but for the use of his household when permanently settled, cannot be held to be so." A toy rocking-horse has been held not to be personal luggage. So also an artist's sketches; title-deeds belonging to a client being taken by a solicitor for production in court; and bedding which a man is taking home for household use. It need hardly be specially noticed that a company cannot be required by a passenger to carry as passengers' luggage any article which is not in fact his personal luggage within the above meaning. *Carriers Act.*—If a passenger has amongst his luggage any valuable articles which come within the provision of the Land Carriers Act and the Railway and Canal Traffic Act [*see* CARRIERS], it is necessary that he should declare them to the company, otherwise the latter will be entitled to the protection of those Acts, and in case of loss or injury the passenger will be unable to recover from the company (*Morritt* v. *N.-E. Ry. Co.*; *Millen* v. *Brasch*).

To whom liable.—The obligation to carry passengers' luggage is limited to luggage carried with the passenger or by the same train as he travels. It is immaterial who has paid the fare of the passenger; it is sufficient that the latter is in fact a passenger. Accordingly, a servant can claim in respect of his own luggage even though his master has paid his fare. The master cannot do so. If the servant's luggage had been his master's property it would seem that the company incurs no liability in respect of it to either servant or master if they had not travelled in the same train, unless they had received notice as to who was the real owner, when the master could carry in a claim (*Marshall* v. *York*; *Becher* v. *G.-E. Ry. Co.*; *Austin* v. *G.-W. Ry. Co.*).

When taken in carriage.—It is a very usual practice for a passenger to take his smaller luggage with him into the carriage in which he travels, a practice to a certain extent encouraged by the companies. By doing this he does not absolve the company from all liability in respect of that luggage, even though his object in taking the property with him is to retain his personal control over it, and to take it out of the exclusive control of the company. The real effect of this course of procedure is to modify the company's general liability to the extent of imposing upon the passenger a primary obligation that he shall, during the journey, take such reasonable care of his own property as might be expected from an ordinarily prudent man, and shall not by his own negligence expose it to more than the ordinary risk of luggage carried in a passenger train. This appears from the decision in *Tally* v. *G.-W. Ry. Co.*, a case approved in *Bunch* v. *G.-W. Ry. Co.*, which disapproved of the reasoning, but not the decision, in *Bergheim* v. *G.-E. Ry. Co.* The last-mentioned case decided that, as a general rule, railway companies are not liable for a passenger's luggage taken in his carriage unless the loss or injury was caused by their own negligence. According to Tally's case

a passenger travelling from Cheltenham to Reading left his carriage, containing his portmanteau, at Swindon Station, in order to obtain some refreshment. When he was about to rejoin the train he found it on the point of starting, and so was bound to get into another carriage. Whilst he had been refreshing himself the train had been shunted. On arriving at Reading he recovered the portmanteau from his original carriage, but found that some of its contents were missing. He made a claim against the company, but the Court decided against him, for the jury who tried the action had found that while he had been guilty of negligence himself the company had done nothing negligent.

The cloak-room.—For a long time there had been a general impression that, as a general rule, any luggage deposited in a cloak-room involved the company with only the limited liability of warehousemen. But the decision in *Singer Manufacturing Co.* v. *L. and S.-W. Ry. Co.* has now made it clear that the real liability of the railway company is that of common carriers. "Having regard to modern decisions and the rising standard of convenience to which railway companies are obliged to conform," said Mr. Justice Henn-Collins in that case, "the cloak-room is now to be regarded simply as one of the necessary and reasonable facilities incident to the *carriage of passengers* and their baggage." It is usual, however, for companies to acknowledge deposits by receipts therefor which contain conditions very materially modifying their liability. A passenger who lodges his luggage in a cloak-room should therefore notice these conditions, for he will usually be bound by them except so far as he objects at the time.

Left on the platform.—A passenger has only himself to blame if he leaves his luggage unguarded on a platform, and subsequently finds that it has been lost or injured. But it may be a task of some difficulty to apportion the liability in a case where he leaves it on the platform in the charge of a porter. The question will be: did he so leave it mainly for safe custody, or did he hand it to the porter mainly for the purposes of its carriage. It is obvious that railway companies do not provide platforms and porters merely for the convenience of persons who only desire to temporarily deposit their goods for safe custody, and that to such persons they do not incur any liability greater than that of gratuitous bailees [*see* BAILMENT]; they certainly do not incur the extreme liability of common carriers. A case in which a railway company was held to incur the latter liability was that of *Lovell* v. *L. C. and D. Ry. Co.* There the plaintiff, having driven up to the railway station with her luggage in a cab, was met by a porter who took down the luggage, promised to carry it on to the platform and label it, and directed her to the ticket office. Having obtained the ticket she went on to the platform, found the porter, but only a part of the luggage. For the missing luggage she sued the company, and they were found liable on the ground that the luggage had been delivered to the porter, within the scope of his authority, for conveyance by them as common carriers. On the other hand, in *Agrell* v. *L. and N.-W. Ry. Co.*, it was decided that the company had incurred no liability whatever. In that case an intending passenger from Manchester to Hull, having arrived at the former station, handed his luggage to a porter there to keep for him, and then went away. On his return he saw the luggage, but no porter, so he labelled it himself; he went away again, and returning some time afterwards found the luggage had disappeared. But the company would no doubt have been liable for that missing luggage if its owner had only said "Hull" when handing it to the porter, and the latter had replied "All right." Such a conversation would have determined the nature of the deposit, and fixed the company with their usual carriers' liability.

Commencement of the liability.—The last noted cases, in addition to indicating the appropriate liability in respect of luggage left on platforms or in the charge

of porters, show also the circumstances under which railway companies may first assume their full common carriers' liability. But the case of *Bunch* v. *G.-W. Ry. Co.* should be specially referred to in this connection. There the company were held liable under the following circumstances. A lady arrived at Paddington Station with a bag, intending to travel by a train which did not start for about forty minutes after her arrival. Having given her bag to a porter, directed him to place it in a carriage for her, and received his assurance that she could safely leave it with him, she went to another part of the station premises and obtained a ticket. Upon her return, in about ten minutes, she discovered that the bag had never been put into a carriage and was missing. The law was thus summed up by Lord Watson :—"In the ordinary course of business, passengers' luggage is received at the entrance to the station by the servants of the company, and is by them conveyed either to the van or to the carriage in which he intends to travel. I do not mean to say that companies are under any statutory or other obligation to provide that accommodation, but they find it to their interest to do so; and in taking charge of luggage for these purposes, their servants act within the scope of their implied authority. Their duty is, according to prevailing usage, limited to the transport of passengers' luggage from the vehicle which brings it to the station to a train which is about to start, and does not extend to their taking charge of luggage which cannot, in any reasonable sense, be considered as in the actual course of transit. It may be that railway porters do sometimes undertake the charge of luggage which is merely intended for future transit; when they do so, they exceed the limits of their implied authority, and in that case their possession cannot be regarded as the possession of their employers. If the respondents (Mr. and Mrs. Bunch) had gone to Paddington Station at noon of the 24th of December 1884, and had then left their Gladstone bag with a porter in order that it might accompany them on their journey to Bath by the 5 P.M. train, I should have had no hesitation in holding that the appellant company had not become responsible for its safe custody during the interval. In that case it would have been in accordance with well-known practice, and therefore an implied term of the subsequent contract between the parties, that the company were not to be liable unless the luggage was duly deposited in the office provided for that purpose. On the other hand, if the respondents had arrived at the station at 4.55 P.M., I entertain as little doubt that the delivery of their Gladstone bag to a porter, for the purpose of its being conveyed to the carriage in which they were about to travel, would have made the possession of their porter that of the appellant company. Whether passengers' luggage delivered to a railway porter is in his possession for present or merely with a view to future transit, is necessarily a question of degree depending upon the circumstances of the case. Railway companies, as a matter of fact, frequently provide for the travelling public, not only booking offices, but refreshment-rooms and other conveniences; and passengers who merely avail themselves of such accommodation as incidental to their use of the railway, cannot be held to have temporarily ceased to prosecute their journey. It is impossible to fix any precise limit of time prior to the starting of a particular train, within which the company are to be liable for passengers' luggage delivered to their servants for conveyance by it, and beyond which they are not liable. In my opinion the company are responsible for luggage delivered to and in the custody of their servants for the purpose of transit, whenever it can be reasonably predicated of the passenger to whom it belongs that he is actually prosecuting his journey by rail, and is not merely waiting in order to begin its prosecution at some future time."

On other companies' lines.—When making any considerable journey a passenger,

even though he books through by the company on whose line he started, has often, before he reaches his destination, to pass over at least one line belonging to another company. It may be that while so passing over another company's line, and whilst he and his luggage are under the care of that company's servants, his luggage is lost or injured. In such a case he has his remedy against either company. Against the original company, upon the contract he entered into with them; against the other, in tort in respect of their negligence. And the original company—the one giving the ticket—is liable, even though an express condition is indorsed on the ticket that they will not be liable in respect of loss or injury "off their own line." But they will, under such a condition, escape liability where the matter complained of has occurred on the line of a company with which they have no sort of working agreement in respect of the particular journey (*Kent* v. *M. Ry. Co.*). Where a passenger took a ticket of the G.-W. Ry. for a journey over the line of the L. and N.-W. Ry., and lost his luggage on the latter line through its company's negligence, that company—the L. and N.-W. Ry.—were held liable therefor as for a breach of duty. Such was the decision in *Hooper* v. *L. and N.-W. Ry. Co.*, based on the authority of *Foulkes* v. *Met. Ry. Co.*, where it was said:—"The true principle is that the company, so far as concerns its own line, in which term they include a line over which running powers are exercised, and its own acts and means, is under the same obligations in reference to the security of the passenger as it would have been if it had directly contracted with him."

Termination of liability.—The duty of the railway company is to deliver the luggage upon the platform of the station to which the passenger is booked. Having done this in such a manner as to give the passenger an opportunity to take possession, their liability as common carriers will cease and give place to a liability as warehousemen. It lies upon the passenger to take the initiative and claim his luggage and remove it (*Palscheider* v. *G.-W. Ry. Co.*; *Chapman* v. *G.-W. Ry. Co.*). The position is well illustrated by *Hodkinson* v. *L. and N.-W. Ry. Co.*, which, in the words of *Shirley's Leading Cases*, "was the case of an unfortunate governess who lost her box. She arrived at a station of the defendants (Ashton-under-Lyne), and one of the company's porters took her luggage from the van. 'Would she have a cab?' 'No; she would walk, and send for her luggage.' 'All right, mum,' said the porter; 'I'll put them on one side, and take care of them.' The governess went off, and so did the luggage; for two hours afterwards, when the luggage was wanted, it could not be found. It was held that the company were not responsible for the loss. They had delivered the luggage in the proper way, and the woman's redelivery of it to the porter could not be taken to affect them."

Bye-laws.—The bye-laws of a company with regard to their liability for passengers' luggage must be reasonable, in order to be valid and binding upon their passengers. A bye-law would not be reasonable if it limited the company's liability only to luggage which is fully and accurately addressed with the name and destination of the owner. Notwithstanding such a bye-law, the company would be liable for any loss of or injury to a passenger's luggage which had been merely labelled with its destination (*Cutler* v. *N.-L. Ry. Co.*).

Unpunctuality.—*When company liable.*—The right of a passenger to be carried to his destination, and that without unreasonable delay, is mainly created and defined by his contract of carriage with the company. This contract is found in the ticket with which he is supplied upon payment of the fare, in the conditions indorsed thereon, and in the further conditions (if any) contained in the company's official time-table book, and to which he is generally

expressly referred by the conditions on the ticket. Thus, on the face of the ticket usually appear the words "see back," and on its back an announcement to the effect that the ticket is "issued subject to the conditions stated on the company's time bills." Upon referring to these conditions the passenger will find, as a rule, a clause declaring that "the company will not be responsible or accountable for any loss or injury which may arise from delay, unless such delay is caused by the wilful misconduct of the company's servants." This clause is certainly not to be read as though the company had said, "We will be liable in no case." Its meaning is simply this: "If you, as a passenger, have incurred any loss, inconvenience, or injury by reason of delay or detention, we will compensate you if you prove it is by the wilful misconduct of our servants, but otherwise not." It naturally does not exclude a company from any liability in respect of misstatements in their time-table. Thus, in *Denton* v. *G.-N. Ry. Co.*, the plaintiff booked with the defendant company from Peterborough to Hull, on the strength of a statement in that company's current time-tables that the train leaving Peterborough at 7 P.M. would catch a G.-E. Ry. train at Milford Junction, by which he could reach Hull at a certain hour about midnight. As a matter of fact that connection at Milford Junction had been discontinued, no intimation thereof appearing in the time-tables. As a result of this the plaintiff was unable to get to Hull in time to transact his intended business, and thereby suffered damage to the extent of £5, 10s. The action was against the G.-N. Ry. Co. to recover this sum, and the plaintiff succeeded. The Court held that the time-tables amounted to a contract, and found that the representation as to the connection at Milford Junction was false. In delivering judgment, Lord Campbell said: "It is all one, as if a person duly authorised by the company had, knowing it was not true, said to the plaintiff, 'There is a train from Milford Junction to Hull at that hour.' The plaintiff believes this, acts upon it, and sustains loss. It is well-established law that where a person makes an untrue statement, knowing it to be untrue, to another, who is induced to act upon it, an action lies. The facts bring the present case within that rule."

Except, however, where there is misrepresentation in the contract, a company is entitled to rely upon its limiting condition. But even then it must not be thought that proof of wilful misconduct of the company's servants is a matter of very great difficulty. Assuming that the conditions of traffic are normal, and yet there is an extraordinary delay, which the company cannot explain by reference to unexpected, unusual, or abnormal events, a jury would be entitled to infer therefrom the wilful misconduct of some known or unknown employee of the company. Reasonable punctuality is practically obligatory, notwithstanding any condition or bye-law of a company. A case where the plaintiff was unable to prove misconduct, or even an unreasonable or extraordinary delay, and so could not recover the damages he claimed, is that of *Woodgate* v. *G.-W. Ry. Co.* There the plaintiff started from Paddington for Bridgnorth, a station on a branch line, and the company stated that the journey would take about six hours. As a matter of fact ten hours had elapsed before the plaintiff arrived at his destination. But as further matters of fact, which operated in favour of the company and prevented the plaintiff from succeeding in his action, were the time of the year—it was Christmas Eve, an abnormal circumstance—there had been a collision on the line, and an elemental obstacle—the night was a very foggy one. Elemental difficulties, such as fog, flood, snow, and so forth, are always strong defences in actions against railway companies for damages for unpunctuality (*Hurst* v. *G.-W. Ry. Co.*). Of a somewhat similar character to such actions are those wherein the plaintiff has suffered damage because, when about to proceed by an advertised

train, he discovers that he must abandon his journey by reason of the train being already too full to accommodate him. The companies, however, very effectively meet such cases by advertising that they do not guarantee accommodation, that the ticket is issued subject to that understanding, and that if a ticket-holder is so prevented from proceeding his fare will be returned to him. But apart from this express limitation of liability it has been held, in *Hawcroft* v. *G.-N. Ry. Co.*, that an action may be maintained by a traveller for whom, though the train starts as advertised, there is no room. In that case the plaintiff was a Barnsley confectioner, who took an excursion return ticket to go up to London and see the Great Exhibition of 1851. "The excursion train by which he proposed on a Saturday morning to return was so full that he could not get a seat, and as the company would not allow him to go by one of their ordinary trains, he was kept at King's Cross Station till late in the evening. When at last he did get a train, he found that it took him no farther than Doncaster, where he arrived on Sunday morning. The Barnsley confectioner, however, wanted to get back to his family as quickly as possible, so (there being no Sunday trains) he hired a carriage and drove from Doncaster to Barnsley. Under these circumstances the company were held liable. 'I do not think,' said Patterson, J., 'that they had any right to keep him in London until the 9.45 evening train. They should have sent another train. The case finds that they might have done so without danger.'"

Damages.—Though it is often a difficult task to decide with any degree of confidence whether a delay is such as will render a company liable to an action for damages, it is yet, perhaps, still more difficult to state definitely what damages the Court is prepared to allow in such a case. The general principle is that where one party to a contract fails to perform his obligation to the other thereunder the other party is entitled to do for himself, as far as possible, what the other party should have done, and to charge the latter with his expenses in so doing. This, however, is subject to the proviso that the party injured by the breach must, when remedying it himself, act reasonably and not oppressively. A man who is going for a fortnight's holiday at Scarborough, for instance, and, through the railway company's negligence, misses a connection and is thereby forced to lose an hour or two in waiting for another train, is certainly not entitled to take a special train and charge the negligent company with the expense of it. Such was the unreasonable conduct of the plaintiff in *Le Blanche* v. *L. and N.-W. Ry.*, and he was probably the only person who was surprised—if indeed he was—at the Court refusing to allow his claim. His conduct was certainly more unreasonable than that of the Barnsley confectioner who, forced by a real necessity, was content to proceed to his destination by road. Hotel expenses, when the necessary result of a company's breach of their duty, are, as a general rule, recoverable from the defaulting company. But these expenses must be proportioned to the particular circumstances of the case and the social position of the passenger. It is improbable that a delayed farm labourer, for example, could recover the expense of putting up at a high class and expensive hotel when he had every opportunity to go to an hotel more suitable to his position. And, generally speaking, such expenses as those just enumerated, of reasonably remedying the breach or of staying at an hotel, are all that a delayed passenger can recover. Perhaps, occasionally, some nominal damages may be recovered in respect of inconvenience. Certainly, in a recent case of unreasonable delay in the *starting* of a train (*Cooke* v. *M. Ry. Co.*), a miner was permitted to recover a day's wages which he had thereby lost, but this must be taken to be an exception to the rule. And again, in *Buckmaster* v. *G.-E. Ry. Co.*, a farmer obtained £10 for loss of business at a market; but here the circum-

stances were undoubtedly exceptional, for the train was a special one run regularly to serve that market and the farmer was a season-ticket holder in respect of it, and consequently the company might be assumed to have contracted with him with special regard to his attendance at the market. But, on the other hand, the integrity of the rule was maintained in the case of *Hamlin* v. *G.-N. Ry. Co.*, where the delayed passenger, who was travelling to keep a business appointment, was only allowed his hotel expenses and nominal damages, and was held not entitled to recover anything in respect of the loss he had suffered in consequence of not having kept his appointment.

In cases where delayed passengers have suffered a "secondary" injury after the breach of a railway company's contract, there is apparently some conflict of judicial opinion. Thus, where through such a breach a lady had to undertake a long midnight walk and, as a consequence, caught a severe cold and suffered an illness, the Court refused to allow any damages in respect of the cold and illness, on the ground that they were too remote and were not the probable result of the breach. She was only allowed nominal damages for the inconvenience (*Hobbs* v. *L. and S.-W. Ry. Co.*). In the case of *M'Mahon* v. *Field*, which bears on the question of consequential damages, Lord Justice Bramwell referred to that lady's case and said: "I must say I do not see why a passenger who, by the default of the railway company, was obliged to walk home in the dark, might not recover in respect of such damage [as she had in fact sustained], it being an event which might not unreasonably be expected to occur."

Damages for default in carriage of goods.—The law on this point is laid down in *Hadley* v. *Baxendale*. There the defendants, who were carriers, were sued for the delay in the delivery of a broken shaft, part of the machinery of a mill which had to stop work because of the breakage, the broken shaft having been sent to serve as a pattern for a new shaft. In consequence of the delay the new shaft was itself delayed in completion and delivery, the stoppage of the plaintiffs' mill was continued for a longer period, and the profits which they would otherwise have made were lost. The defendants were not aware of the special circumstances of the case, and that delay meant such a loss. It was decided that the *loss of profit*, caused by the continued stoppage of the mill, could not be recovered. The following rule was laid down:—"When two parties have made a contract, which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be (1) such as may fairly and reasonably be considered either as arising naturally, *i.e.* according to the usual course of things from such breach of contract itself; or (2) such as may be reasonably supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the breach of it. If the special circumstances under which the contract was made were communicated by the plaintiffs to the defendants, and thus be known to both parties, the damages resulting from the breach of such a contract, which they would reasonably contemplate, would be the amount of injury which would ordinarily follow from a breach of contract *under these special circumstances*, so known and communicated. But, on the other hand, if these special circumstances were wholly unknown to the party breaking the contract, he at the most could only be supposed to have had in his contemplation the amount of injury which would arise generally, and in the great multitude of cases not affected by any special circumstances, from such a breach of contract." Referring to the case of *Simpson* v. *L. and N.-W. Ry. Co.*, wherein certain samples of spice were delivered too late for a show [*see* vol. ii. p. 77], the learned author of *Mayne on Damages* observes that notwithstanding some

expressions in the judgment therein, "it appears that the case really came under the first rule in *Hadley* v. *Baxendale*. . . . Goods are consigned with a contract that they are to be delivered at a particular place on a particular day. The contract is broken. What are the damages? They are the damages naturally arising from the non-arrival of the particular sort of goods. The evidence as to knowledge simply went to show that the defendants knew what sort of goods they were. A carrier will be liable to different damages according as he delays a basket of fish or a basket of coals, for the simple reason that delay frustrates the object of sending the fish, but not that of sending the coals. Here the plaintiff claimed no special damages, but merely general damages for the failure of his object in sending the goods."

Oppressive rates and treatment.—A railway company must not treat those for whom it carries goods in an unfair or oppressive manner. Any person who receives, sends, or desires to send goods by a railway should complain to the Board of Trade if he is of opinion that the railway is "charging him an unfair or unreasonable rate of charge, or is in any other respect treating him in an oppressive or unreasonable manner." This facility for complaint is provided by Railway and Canal Traffic Act, 1888, which also confers a power upon the Board of Trade, if they think there is a reasonable ground for complaint, to call upon the railway company for an explanation, and to endeavour to settle amicably the differences between the complainant and the company. But the Board of Trade have no power to enforce their decisions; they cannot do more than express their views to the parties. They are bound, however, by statute, to submit to parliament reports of the complaints made to them, and the results of the proceedings taken thereon, together with their observations. And if the complaint is one of the unreasonableness of a rate or charge which has been directly or indirectly increased by a railway company since the 31st December 1892, and the Board of Trade are unable to effect an amicable settlement, then the complainant has the right, under the Railway and Canal Traffic Act, 1894, to submit his complaint to the Railway and Canal Commissioners for their adjudication.

During the three years 1899–1901 as many as 325 complaints were submitted to the Board of Trade. Of these, 98 were amicably settled, 106 were not proceeded with by the complainants, and 119 could not be settled amicably. The complaints are classified in the Report of the Board of Trade as follows:—88 of rates being unreasonable or excessive; 11 of higher rates being charged for shorter distances on the same line; 37 of disproportionate rates or of higher rates being charged for shorter distances not on the same line; 94 of unreasonable increase in the rates, and 95 of a miscellaneous character. These latter included complaints of delay in the conveyance of traffic, lack of accommodation, insufficient supply of trucks, claims for rebate in respect of accommodation not provided or of services not performed by the railway companies, and disputes as to the interpretation of the classification of goods.

Cases which involve questions of UNDUE PREFERENCE (*q.v.*) or other questions of a legal character can only be decided by the Railway and Canal Commissioners. But in certain cases relating to reasonable facilities (see p. 18) it is necessary to make a complaint to the Board of Trade before proceedings can be taken before the Commissioners.

Example of complaints.—A few of such may usefully be noticed here. In one case it was complained of the railway companies generally, that they charged all overmantels as "furniture" at the conveyance rates of the highest class (5), whether the overmantels were expensive or not and though the large majority were of a common make. As a result, and after some correspondence, a meeting took

place at the Board of Trade between the complainants and certain other manufacturers and the representatives of the railway companies, and a proposal made at the meeting that overmantels, wood in cases, should be charged not exceeding class 5z—a proposal which was subsequently agreed to between the parties. In another, it appeared that the Great Northern and the London and North-Western Companies had charged an increased rate since 1892 for the conveyance of cotton yarns to London, a grievance which was remedied by the company readopting the old rate. Again, certain Chesterfield fishmongers complained that the Great Western and the Midland Railways charged a rate of 60s. per ton for the conveyance of mackerel from New Mulford to Chesterfield, while to Sheffield, twelve miles farther, the rate was only 50s. per ton. Upon this the companies put in operation a reduced rate of 50s. And in another case, a Rugby merchant alleged against the London and North-Western and Midland Railways, that the through rates per ton for grain from Bristol, Sharpness Docks, and Gloucester to Rugby of 13s. 4d., 11s. 8d., and 10s. respectively were excessive as compared with local rate; and, moreover, that the companies had closed his ledger account owing to his deducting a rebate to which he considered he was entitled. The Board of Trade thereupon entered into a correspondence with the companies, who eventually informed the Board that the Bristol rate had been reduced to 12s. 1d., the Sharpness Docks rate to 10s. 10d., and the Gloucester rate to 9s. 7d.; and, further, that the complainant's ledger account had been re-opened and the deductions written off. It will be seen that in these cases the complainants were enabled to gain their point as a consequence of the intervention on their behalf of the Board of Trade. But the figures already quoted show that this success is not too general. The Manchester Ship Canal and Midland Railways having refused to grant certain proposed through rates for the conveyance of traffic between Trafford Park Junction and stations on the Midland Railway, the local ratepayers complained to the Board of Trade. After correspondence a meeting was held at the Board of Trade, but an amicable settlement was not effected. At the request of the complainants, however, the Board granted a certificate enabling the complaint to be taken to the Commissioners. The following was found to be a case of undue preference. A Dundee merchant complained of the alleged illegal action of the North British Railway in charging a rate of 4s. per ton for screened small coal Halbeath Colliery to Newport, Fife, while the rate to Tayport and Dundee was 2s. 9d., the latter places being respectively 2½ miles nearer and 12 miles farther than Newport; also that the company declined to send on the coal carriage forward, as was done with the Dundee traffic. To this the company replied that special dross rates operated to certain places where there were large works or an export trade, but that these circumstances did not apply to Newport. Thereupon the Board sent a copy of the reply to the complainant and informed him that the determination of such complaints would rest with the Railway and Canal Commission. In another case—a complaint of unreasonable demurrage of coal waggons—it was discovered that the matter was one to be determined by an arbitrator to be appointed by the Board of Trade under the provisions of the company's Confirmation Act. Where the allegation was that the local railway companies had discontinued the delivery of goods at Brynamman, the companies pointed out that they were under no statutory obligation to deliver goods, but expressed their willingness to recognise any haulier approved by the traders of the place who would undertake the cartage service, and to allow him the cartage rebate.

Offences and bye-laws.—Punishable offences against a railway company are created either directly by statute or, under a statutory power, by bye-laws of the company. The great body of offences connected with railways is composed of

acts done against a company by some member of the public, there being only a small class of offences in respect of which the company may be the delinquent. Of these latter may be mentioned two:—*Consumption of smoke:* a penalty of £5 a day is incurred by a railway company for a locomotive using coal or other similar fuel emitting smoke which is not effectively constructed on the principle of consuming its own smoke; for knowingly providing a special train to convey a party to a *prize-fight*, or stopping an ordinary train to accommodate a party for that purpose at any station not an ordinary station, a railway company is liable to a penalty of £500, half of which may be paid to the person at whose suit the summons was issued. Perhaps the offences and bye-laws more intimately connected with the passenger traffic are the most generally interesting. Nevertheless a knowledge of certain others may be extremely valuable—*trespassing or obstructing*, for example. No one may wilfully obstruct an officer or agent of a company in the execution of his duty upon the railway, or the station or premises connected therewith; nor may one wilfully trespass on a railway, station, or such premises, and refuse to quit upon the request of the company's officer or agent. Penalty £5. Some railways, for example the London and North-Western, have the special benefit of a statutory provision imposing a penalty of 40s. upon any one who trespasses in such a manner as to expose himself to risk of danger, even though he has received no special warning; but this is subject to the condition that a warning against trespassing has been clearly exhibited. There is often a dispute as to what in fact constitutes a trespass. Cabmen have contended that they do not trespass by refusing to quit a company's rank, for they have claimed a right to stand thereon for hire. Their contention has failed, however, although on the other hand it has been held that there was no trespass where a van stood on an open space adjoining a railway station. The van owner claimed to have a right so to do, and the Court decided that in this particular case the claim was a *bonâ fide* one. But the cabmen's claim of right was held to be one which could not exist. An offender may be arrested without warrant by any officer or agent of the railway company, or by a duly appointed special constable, but must be taken before a magistrate as soon as possible. A penal trespass is also committed by any one who shall "be or pass upon any railway," except for the purpose of crossing at an authorised crossing, after having been *once warned* against so doing. Somewhat akin to trespass is the proximity to a railway of a *dangerous tree*. Any tree standing near to a railway which is in danger of falling thereon, so as to obstruct the traffic, can be removed by order of the magistrates upon the complaint of the company; but in such a case the magistrates should award compensation to the owner of the tree.

Injuries to railway and passengers.—It is a felony for any person unlawfully and maliciously to put anything upon a railway; or to take up anything belonging to a railway; or turn, move, or divert any machinery belonging to a railway; or show, hide, or remove a railway signal or light;—with intent (*a*) to obstruct, upset, overthrow, injure, or destroy an engine, tender, carriage, or truck using the railway, or (*b*) to endanger the safety of any one travelling thereon. So also is it a felony if, with like intent, anything is thrown or caused to strike against an engine or other railway conveyance. And it is a misdemeanour to endanger, or assist to endanger, the life of any person in or upon a railway by means of an unlawful act or a wilful omission or neglect. *Dangerous goods.*—A sum of £20 will be forfeited to the railway company by any one who knowingly sends by the railway any aquafortis, oil of vitriol, gunpowder, lucifer matches, or other dangerous goods, without distinctly marking their nature on the outside of the packages, or otherwise giving notice in writing to the servant of the company

with whom they were left. *Offences by passengers.*—The offences more particularly relating to passengers on a railway are created by section 103 of the Railway Clauses Consolidation Act, 1845, as partly repeated and amplified in section 5 of the Regulation of Railways Act, 1889. The latter Act, and a subsequent repealing Act, have so dealt with the former as to leave therein, with a separate existence, only the provision regarding *not quitting carriages.* Any person who knowingly and wilfully refuses or neglects, on arriving at the point to which he has paid his fare, to quit his carriage, incurs a forfeiture to the company of 40s. The Act of 1889 is now the authority in respect of the production of tickets, detention of passengers, and frauds by passengers. Of these matters then in their order. *Production of ticket.*—"Every passenger by a railway shall, on request by an officer or servant of a railway company, *either* produce, and if so requested deliver up a ticket, showing that his fare is paid, *or* pay his fare from the place whence he started, *or* give the officer or servant his name and address, and in case of default shall be liable on summary conviction to a fine not exceeding 40s." In this connection it should be noted that the courts have held that a season ticket holder is as much under an obligation to produce his ticket as is a passenger with an ordinary ticket. And it should also be noted that there are three alternatives before a passenger whose ticket is demanded under this section, either one of which he is entitled at his option to accept. And the net effect of the section would seem to be to afford an opportunity to an honest person, with sufficient means, who has no dishonest intent, but finds himself without the money wherewith to buy a ticket, to pursue his journey without prior payment. Provided he is actually in the carriage when the demand for his ticket is made, it will be sufficient if he gives his name and address. He can pay the fare on some subsequent occasion, and the company can sue him for it if he does not. The company have no power, strictly speaking, to eject him from the carriage provided he has given his name and address (*Butler* v. *Manchester, Sheffield, and Lincolnshire Ry. Co.*); nor is it lawful for the company to detain him whilst they inquire whether the name and address he has given is a correct one (*Knights* v. *L. C. and D. Ry. Co.*). Fraud—an intent to avoid payment of the fare—must always exist in order to justify a railway company ejecting a passenger from a carriage or detaining him pending inquiries; so that a company runs some risk of liability for damages in a case wherein it has taken extreme measures, and it has turned out that the passenger was perfectly honest. *Frauds by passengers* entail, in each case, a fine of 40s. for a first offence; and for a second or subsequent offence a fine of £20 or one month's hard labour. And a fraudulent passenger who has been so punished may also be required to pay his fare. There is a fraud so punishable "if any person travels or attempts to travel on a railway without having previously paid his fare, and with intent to avoid payment thereof." Travelling with the return ticket of another person (*Langdon* v. *Howells*), and travelling in a carriage of a class superior to that paid for, with no intention of paying the excess (*Gillingham* v. *Walker*), are examples of fraud under this head. There is also a fraud, punishable as above, if any person "having paid his fare for a certain distance knowingly and wilfully proceeds by train beyond that distance without previously paying the additional fare for the additional distance and with intent to avoid payment thereof." And also if any person, "having failed to pay his fare, gives in reply to a request by an officer of a railway company a false name or address."

Bye-laws.—A railway company primarily derives its power to make bye-laws from sections 108 and 109 of the Act of 1845. Bye-laws so made must not be repugnant to the common law, or to the provisions of the special act of the com-

OUR COINAGE OF THE NINETEENTH CENTURY

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SOME old Parliamentary Returns in my possession contain particulars of the coins made at the Mint as far back as the year 1760. From these Returns, and from the more recent annual reports from the Mint, it has been possible to ascertain particulars of the coinage during the nineteenth century, that is, from January 1, 1801 to December 31, 1900. Here is the condensed summary of the facts:—

A SUMMARY OF THE COINS OF THE REALM MADE DURING THE NINETEENTH CENTURY. [JANUARY 1801 TO DECEMBER 1900.]

Name of Coin.	Number Made.	Face Value.
GOLD COINS.		£
Five-pound piece. .	73,360	366,800
Two-pound piece. .	151,183	302,366
Guinea	361,473	379,547
Sovereign	284,214,216	284,214,216
Half-guinea . .	3,251,794	1,707,192
Half-sovereign . .	117,182,942	58,591,471
Seven-shilling piece.	6,842,140	2,394,749
Total, Gold Coins	412,077,108	347,956,341
SILVER COINS.		£
Crown	9,098,438	2,274,609
Four-shilling piece .	2,689,830	537,966
Half-crown	89,908,385	11,238,548
Florin	92,496,576	9,249,657
Shilling	339,835,406	16,991,770
Sixpence	262,949,210	6,573,730
Fourpence	20,622,420	343,707
Threepence	137,762,080	1,722,026
Twopence	700,800	5,840
Penny-halfpenny. .	479,670	2,998
Penny	811,920	3,383
Total, Silver Coins	957,354,735	48,944,234
COPPER AND BRONZE COINS.		£
Penny	510,470,016	2,126,958
Halfpenny	414,648,861	863,852
Farthing	234,384,028	244,149
Half-farthings . . .	16,438,104	8,562
Total, Copper and Bronze Coins	1,175,941,009	3,243,521
ALL COINS . .	2,545,372,852	400,144,096

The face-value of the coins made in the Royal Mint during the nineteenth century was, we see, over 400 millions sterling; and this high amount refers only to coins of the realm—not to miscellaneous coins made in the Mint for use in India and in other countries. The meaning of this great sum may be better understood if I say that, invested at three per cent. interest, it would yield a perpetual income of more than one million sterling per calendar month—or about £33,000 per day. Another view of these 400 millions sterling is given by the statement that they represent an average coinage in the Mint of half-a-crown's worth of money (approximately), for every second of time throughout the century, working day and night without cessation.

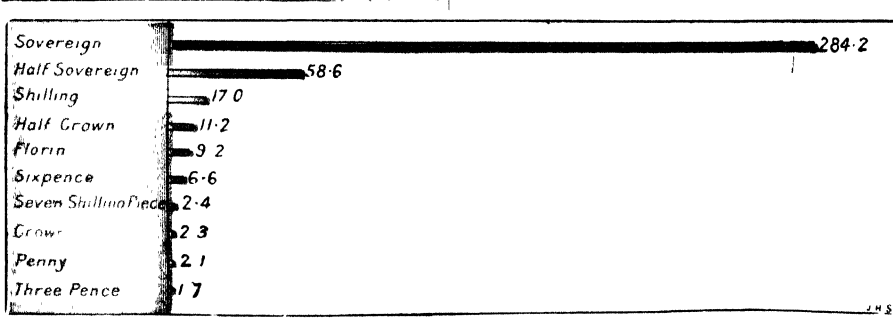
Coming now to the number of coins made during the last century, we see that this was over 2545 millions. This means an average output of over 70,000 new coins per day throughout the century, or (say) 50 new coins per minute of the nineteenth century.

With regard to coins of each denomination, the order of precedence, in value coined, is as follows:—

Value.	Millions of £'s Sterling.
Sovereign	284.2
Half-sovereign	58.6
Shilling	17.0
Half-crown	11.2
Florin	9.2
Sixpence	6.6
Seven-shilling piece (gold). .	2.4
Crown	2.3
Penny	2.1
Threepence	1.7
Half-guinea	1.7
Total Value of the eleven leading Coins	397.0
Total Value of the other Coins, no one of which was coined to the extent of one million sterling	3.1
Grand Total Value of All Coins made, 1801-1900 . .	400.1

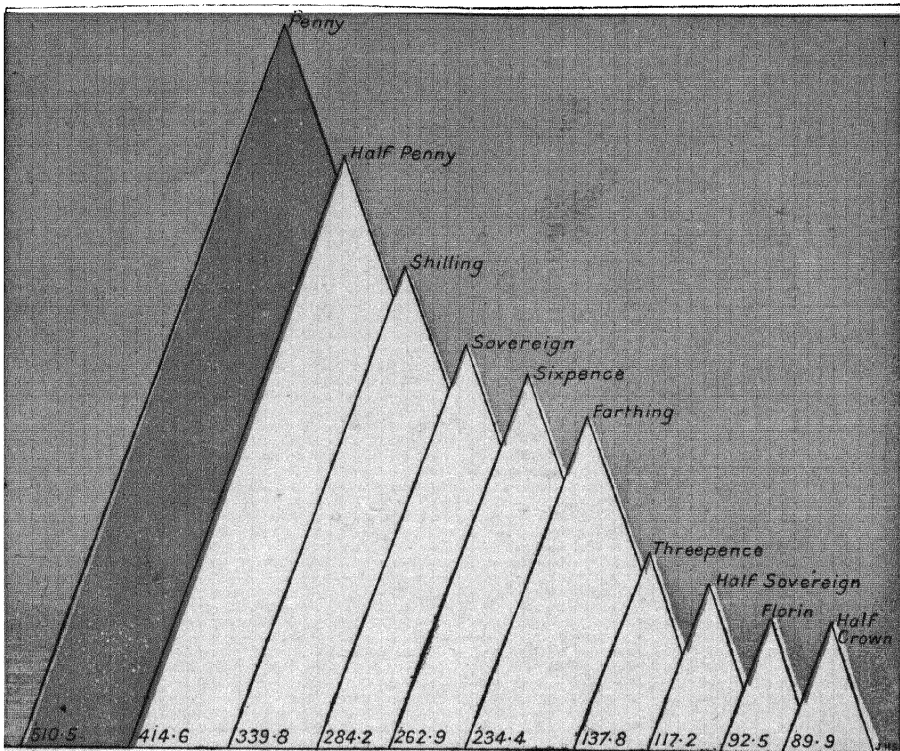
The above result is pretty much what one would expect, at any rate as regards the six leading coins, of which the sovereign stands very prominently at the top.

But if we look at the number of the coins made, not at their coined value, a very different result is seen. The penny is at the head of the list, with a large majority.



The Ten Leading Coins made during the Nineteenth Century. Precedence based on the total VALUE of the coins of each denomination. The total value coined of each denomination is stated in millions sterling.

OUR COINAGE OF THE NINETEENTH CENTURY



The Ten Leading Coins made during the Nineteenth Century. Precedence based on the total NUMBER of the coins of each denomination. The total number coined of each denomination is stated in millions, and is represented by the height of each cone.

	Number Made. Millions.
Penny	510.5
Halfpenny	414.6
Shilling	339.8
Sovereign	284.2
Sixpence	262.9
Farthing	234.4
Threepence	137.8
Half-sovereign	117.2
Florin	92.5
Half-crown	89.9
Total Number made of the ten leading Coins	2483.8
Total Number made of all the other Coins.	61.6
Grand Total Number of All Coins made, 1801–1900	2545.4

The above list shows clearly enough which coins have been most in demand by the public throughout the nineteenth century, for the Mint regulates its supply of new coins by the demand made for coins of each denomination.

The penny, which heads the list, has been coined at an average rate of over 14,000 per day, throughout the nineteenth century, and on the average, over 11,000 halfpennies have been made daily. More than 9000 new shillings have been made per day, on the average, and nearly 8000 new sovereigns. These are truly astonishing results, especially when we bear in mind that they are average results which extend over the whole of the nineteenth century, in the earlier years of which the output of new coins was much smaller than in the more recent years.

As bearing upon the point just mentioned it is interesting to ascertain and to compare the new coinage per head of population, in 1801, 1851, and the average of the ten years 1892–1901.

	Value of New Coinage.	Population.	Yearly New Coinage per Head of Population.
	£	Millions.	s. d.
In 1801	450,295	15.9	0 7
In 1851	4,491,864	27.4	3 3
Average of ten Years— 1892–1901.	8,263,309	39.7	4 2

This statement shows that the great increase in our population since 1801 and since 1851 has been quite outpaced by the increase in the yearly amount of new coinage per head of population. Our coins are now practically only the "small change" of our national pocket, and the banking business of to-day is beyond all comparison with that of the earlier years now contrasted. Bearing in mind this fact, the large increase in our coinage per head of population much under-states the growth of national progress and prosperity so far as these two things can be gauged by a money test. Although one does not wish to attach too much importance to the increase in the amount of hard cash coined, this increase may be taken to indicate a great advance in the national well-being of the nation.

J. HOLT SCHOOLING.

pany, or unreasonable. The purposes for which they can be made are defined by the Acts of 1845 and 1889, as "for regulating the mode by which, and the speed at which, carriages using the railway are to be moved or propelled; for regulating the times of the arrival and departure of any such carriages; for regulating the loading and unloading of such carriages, and the weights which they are respectively to carry; for regulating the receipt and delivery of goods, and other things which are to be conveyed upon such carriages; for the prevention of smoking, and the commission of any other nuisance in or upon such carriages, or in any of the stations or premises occupied by the company; and, generally, for regulating the travelling upon, or using, or using and working of the railway." And also for maintaining order in and regulating the use of railway stations and the approaches thereto. The bye-laws must be approved by the Board of Trade, reduced into writing, and have affixed to them the common seal of the company. They are also to be published in a conspicuous part of every station belonging to the company. Any person who breaks a bye-law forfeits for every offence any sum, not exceeding £5, imposed by the company in the bye-laws as a penalty for any such offence; and if the infraction or non-observance of any such bye-law is attended with danger or annoyance to the public or hindrance to the company in the lawful use of the railway, the company may summarily interfere to obviate or remove such danger, annoyance, or hindrance, without prejudice to the recovery of any penalty incurred by the infraction of the bye-law. It may be taken as a general principle that a bye-law is void, as repugnant to the common law, so far as it seeks to inflict a punishment in respect of some act of which fraud is not an ingredient, or in the mere doing of which fraud is declared to be implied. Thus a bye-law against using a return ticket except on a certain specified day is void, unless such a user is prohibited only when it is associated with an intent to defraud (*Huffam* v. *North Staffordshire Ry. Co.*). And it would be void as unreasonable if it imposed a penalty in addition to payment of fare from the place of starting, unless a passenger who rides in a carriage of a superior class can himself show that he had no intention to defraud (*Dyson* v. *L. and N.-W. Ry. Co.*).

Special duties to the public.—The special character of a railway has made it necessary for the legislature to impose certain obligations upon the companies in relation to the construction and maintenance of the ways, in order that the safety of the public may be guarded as effectively as possible. Where for example a railway passes across a public road by means of a *level crossing*, it is important that every reasonable precaution should be taken against accidents. Such a crossing can exist only when authorised by a company's special act, for the principal authority requires a public road to be carried over or under a railway by means of a bridge; but the local justices have a certain power to authorise a level crossing over a highway which is not a public carriage road. When, however, a railway does in fact cross a public carriage road on a level, then the company is bound to erect and at all times to maintain good and sufficient gates across the road on each side of the railway, and it must employ proper persons to open and shut them. Such gates should always be kept closed across the road on both sides of the railway except when passing horses, cattle, or vehicles have to cross the railway. The gates are required to be of such dimensions and so constructed as, when closed, to fence in the railway, and to prevent cattle or horses passing along the road from entering upon the railway. The gatekeeper, under a penalty of 40s., must close the gates as soon as the horses, cattle, or vehicles have passed through. Gates may also be kept closed across the railway instead of across the road. If the railway crosses at a level a highway other than a carriage road, it must make

and maintain convenient ascents, descents, and approaches, with handrails or other fences; and if the highway is a bridleway, must erect and maintain gates on each side of the railway at the places of communication with the highway; or if it is a footway, gates or stiles. When shunting trains to pass a train over a level crossing the company must not at any time allow any train, engine, carriage, or truck to stand across it. If a company does not keep a sufficient lodge and keeper at a level crossing it incurs a heavy penalty; and if the safety of the public demand it, the Board of Trade has power to require even a public carriage road to be carried over or under a railway under a bridge. Non-compliance by a railway company with any of these requirements is strong evidence, in the event of an accident, of its negligence. Nevertheless, because a company is under these obligations the public is not consequently relieved from a reasonable performance of the natural duty of looking out for danger and doing its best to avoid it. Lights should be watched, for instance; whistles should be attended to. If, however, the gates are left open this really amounts to a statement and a notice to the public that the line is at the time safe for crossing; and any person who under such circumstances proceeds to cross the line would probably be supposed by a jury to have been influenced to do so by the fact of the gates being open (*Wanless* v. *N.-E. Ry. Co.*).

Screens, or structures in their nature, are required to be erected between a railway and a near highway if and when the Board of Trade so directs, as a result of representations made to it by a road authority that there is reason to apprehend danger to passengers on the road in consequence of horses being frightened by the sight of the trains. A company is under no obligation to put up such a screen unless so directed by the Board of Trade, and would consequently not generally be liable for the consequences of horses being frightened by the sight of the trains (*Simkin* v. *L. and N.-W. Ry. Co.*)—certainly not if the horses were frightened by merely the reasonable *noise* of the trains, though it would be otherwise if the noise was caused by the unreasonable and negligent handling of the train. *Sparks* from an engine, which cause damage to adjoining property, cannot give rise to an action against the company unless they are the result of unreasonable and negligent management—of the absence of proper and appropriate precautions. And this is so though it is true generally that a person who uses a dangerous instrument is liable, without proof of negligence, for any damage it may cause. In the case of railways, however, the use of engines is sanctioned by the legislature, and the courts accordingly assume that such sanction associates itself with the natural results of that use (*Vaughan* v. *Taff Vale Ry. Co.*).

Fences.—There is imposed upon every railway company, by section 68 of the Act of 1845, an imperative obligation to make and always maintain certain fencing structures for the benefit of the owners and occupiers of land adjoining a railway. The section proceeds as follows: "Sufficient posts, rails, hedges, ditches, mounds, or other fences, for separating the land taken from the adjoining lands not taken, and protecting such lands from trespass, or the cattle [including pigs] of the owners or occupiers thereof from straying thereout by reason of the railway, together with all necessary gates, made to open towards such adjoining lands and not towards the railway, and all necessary stiles." This protection will be seen to be in favour of adjoining owners and occupiers only, and if their cattle are injured by reason of insufficient fencing the company will be liable. "If a man is driving his cattle along a road which runs alongside a railway, or even allowing them to be upon it, he is entitled to protection under section 68 as an 'occupier' of land adjoining the railway, but if his

cattle are straying on the road, or are driven there with his consent, although his cattle are doing the very same thing, and are running precisely the same danger as if they were there with his consent, he is not an 'occupier' of the road, and section 68 does not apply to him" (*Charman* v. *S.-E. Ry. Co* ; and see *Corry* v. *G.-W. Ry. Co.*). And if cattle stray into a field adjoining the line, and thence get on to the line and are killed, the company will not be responsible (*Ricketts* v. *East, &c., Docks and Ry. Co.*).

RATING AND LOCAL TAXATION.*—A "rate" is popularly, as well as technically, understood as referring to a "local" tax as distinguished from an "imperial" tax, the different terms "rate" and "tax" otherwise meaning the same thing. A rate, or tax, has been defined as "an obligatory contribution by persons in respect of, or incidental to something which they possess or something which they do." And also, "Rates are imposts which are levied by local authorities on persons occupying property situated within the area of the local authority for the payment of expenses incurred on services locally administered. They are levied at a given rate in the pound on the annual value of the property liable to be assessed." In this article the term "rate" is always used in the signification of a rate or tax levied by a local authority, such as a county council, the object of the levy being to exact contributions from a special class of persons known as "ratepayers," within the jurisdiction of the authority, for the payment of certain expenses incurred by such authority. The power of a local authority to levy rates, and the mode in which it may exercise that power, are always strictly limited and defined by the law. A county council, for example, has power to levy rates only in respect of objects or services which are very different, for the most part, from those in respect of which a poor-law authority makes its levy; and the persons liable to contribute—the ratepayers—are generally only those who occupy real property within the district of the authority.

The taxation raised by local authorities has for a very long time consisted principally of rates, but at former times other local imposts were not uncommon. There were special duties such as those formerly levied in London on coal and wine; there were turnpike tolls throughout the whole country until 1864, after which they gradually disappeared. At the present time, however, the local dues that still exist are almost wholly harbour dues, market rents, and the like; and these dues, which are exacted for services rendered or facilities afforded, and which more closely resemble payments made for specific services like supply of water, gas, electric light, and tramways (where such services are controlled by the local authorities), hardly answer to the description of "taxation."—(*Report by Sir E. Hamilton and Sir G. Murray, additional to that of the Royal Commission on Local Taxation.*)

Local rates.—The principal local rates levied in England and Wales under the general law are the poor rate, the highway rate, the general district rate in urban districts, rates for special expenses in rural districts, the lighting rate under a lighting Act of 1833, and, in the county of London, the general rate, the sewers rate, and the lighting rate. The poor rate, as a rule, includes the county rate, borough rate, watch rate, and rate for the general expenses of rural district councils.

Though much has been done of late years, write Sir E. Hamilton and Sir G. Murray, to reduce to some order the local government system of the country, yet, owing to the piece-meal fashion in which parliament has found it necessary

* School Boards are now abolished, and the rates formerly levied by them are now levied, as elementary education rates, by the local authorities as a distinct part of their ordinary rates, *e.g.* the County and Borough rates. The figures and facts in the article relating to School Board and elementary education expenses retain, nevertheless, the same value and importance.

to legislate for local affairs, the skein is by no means disentangled, and is still not easy to unravel. We continue to have a superabundance of local authorities. There are county councils, district councils, town councils, and parish councils; there are boards of guardians, and [until lately] school boards. The urban ratepayer, according to the size and character of the town in which he resides, is locally governed by a board of guardians and by a borough or urban district council, with or without a county council as an additional authority, and with or without [until lately] a school board. The rural ratepayer may have to pay rates for the imposition of which no less than five independent authorities may be responsible; for, the responsibility may rest with the county council, with the rural district council, with the board of guardians, with [until lately] the school board, and with the parish council.

Poor rate.—This rate is levied by the overseers, and the proceeds are applied to the needs of those local spending authorities who are entitled to contribution from the rate. But the principal purpose of the rate is, as its name implies, the relief of the poor and payment of the expenses incidental thereto, the spending authority being, in this regard, the local guardians of the poor. But in addition to creating the means for the relief of the poor, the poor rate is also, under the administration of the guardians, the source of the fund out of which are paid the expenses of the burial of the poor, of assisted emigration, of vaccination, of registration of births and deaths, and, in London, the expenses of the managers of the metropolitan asylums.

The *county rate.* — The activities of a county council are so varied and extensive that it is inevitable that a considerable sum must be raised in aid thereof. A council, having ascertained the sum needed, sends a precept to the guardians for its contribution. The amount is then raised with the poor rate, and subsequently paid over to the county council. The county rate goes towards the payment of the expenses incurred in respect of such matters as the following:—County buildings; reformatory and industrial schools; salaries of clerk of the peace, county coroners, public analyst, and other officers; registration of electors; execution of Acts relating to destructive insects, fish conservancy, wild birds, weights and measures, gas-meters, and of the Local Stamp Act, 1869; elections of county councillors; bridges; police, except in the metropolitan police district; main roads; enforcement of Rivers Pollution Act, 1876; opposition to private bills in Parliament; legal proceedings in the interests of the county; small holdings; lunatic asylums; elementary, technical, or intermediate education; expenses of the prosecution of felonies and certain misdemeanours; and jury lists; and, in London, the making or improvement of streets, roads, and ways; main sewers and sewerage works; fire brigade; electric lighting and tramway undertakings; and public parks, gardens, and open spaces. The list could be extended, but sufficient items have been enumerated to show the general sources of expense and, incidentally, the extensive interests over which county councils have a care.

The *borough rate* is leviable, in a borough, to supply any insufficiency in the borough fund to satisfy the payments for purposes to which that fund is by law applicable. The town council has the right to collect this rate independently of and separate from the poor rate, provided the assessment is like the poor rate, and it had, and was actually exercising that right at the time of the commencement of the Municipal Corporations Act, 1882. But otherwise it is payable out of the poor rate on the order of the town council. Amongst the purposes for which payments can be made out of a borough fund may be mentioned the following:—Remuneration of the mayor and other corporation officials; election of councillors; corporate buildings; borough police force; elementary, technical,

or manual instruction; execution of the Tramway Act, 1870, and the acquisition, provision, and maintenance of tramways; and the provision of public walks, exercise, or playgrounds. Other town rates, of the nature of the borough rate, and generally payable out of the poor rate, are the watch rate, school board rate, and the rates for the expenses of the school attendance committee.

Expenses of rural district councils are payable on the order of a council by the overseers out of the poor rate. These expenses may be either general or special. The general expenses include the expenses of the establishment and officers of the rural district council, the expenses in relation to disinfection, the providing conveyance for infected persons, and highway expenses where the council is not the highway authority. What expenses are special is determined by the Local Government Board, and these may be raised by a separate rate, not having the same incidence as the poor rate; but where the amount required is less than £10 or is so small that a rate less than a 1d. in the £ would be required to raise it, the overseers are to pay the amount as if it formed part of the contributions required from them in respect of general expenses, that is, out of the poor rate. The expenses of a rural district council are incurred in respect of such matters as sewers, waterworks, hospitals, scavenging, canal boats, adulteration, dairies, highways, and roads and bridges. The HIGHWAY RATE is the subject of a separate article.

Other expenses which may be raised out of the poor rate are those of parish councils and parish meetings in rural parishes, and those of executing the Baths and Washhouses Acts and of making provisions under the Burial Acts. And certain miscellaneous expenses can be paid out of the poor rate by the overseers without the order or direction of any other local authority. Of these may be mentioned the salaries of assistant overseers, the preparation of the lists of electors and jurymen, the costs of the prosecution of brothels and payment of rewards to inhabitants who give notice leading to a conviction, and any relief given by the overseers in cases of sudden and urgent necessity.

The above rates are all payable out of the poor rate, but some of these, such as the county, borough, watch, and highway rates, are also in certain circumstances capable of being levied as separate rates. But the rates now to be enumerated are distinctly separate from and independent of the poor rate.

General district rate. — This rate, generally speaking, is levied by a town council or an urban district council in order to supply its borough or district fund, out of which are payable those of its expenses under the Public Health Act, 1875, and any effective local acts, not defrayed out of the fund or out of a rate levied under an improvement Act. The rate is made and levied on all kinds of property assessable to the poor rate. The expenses it provides for are those connected with such matters as sewers, waterworks, hospitals, highways, scavenging, nuisances, lighting, gasworks, allotments, museums, tramways, and burial grounds. *Water rates* are levied in respect of premises to which an urban or district council supplies water, upon the persons who receive the supply, that is to say, the occupiers. But it is upon the owner that the levy is made in the case of dwelling-houses or parts of dwelling-houses, occupied as separate tenements, where the annual value does not exceed £10. It is assessable on the net annual value of the premises ascertained in the manner prescribed with respect to general district rates. *Private improvement rates,* in respect of such purposes as drains, water-closets, sewering, paving, and water supply, may be levied by an urban or rural district council in addition to all other rates. The amount of the rate must be sufficient to discharge the expenses incurred by the authority for the purpose for which the rate is levied, together with interest thereon at not more than 5 per cent. per annum, in such period not exceeding thirty years as

the authority in each case may determine. A rate of this class is levied only upon premises affected by the improvement. It is payable by the occupier, but he can deduct three-fourths of the rate from his rent, if a rack rent, or a proportionate part of the three-fourths in case the rent is less than a rack rent. Landlords, who are certain lessees, may, in their turn, make a deduction from their rent (page 47). *Lighting rates* are raised where the Lighting and Watching Act, 1833, is in force in a parish, by the overseers by means of separate rates, the orders therefor being given to the overseers by the local authority. The amount so raised provides lamps for lighting and even fire-engines. Such rates are only met with in rural parishes and in parishes having a parish council. The names of the sewers and lighting rates of the metropolis are sufficient to afford an indication of their respective purposes.

The following list sums up very briefly the principal spending authorities outside the metropolis, the rates to which they have recourse, and the more important purposes upon which the rates are spent :—

Authority.	Rate.	Purpose.
Guardians and Overseers	Poor Rate	Relief of Poor and Minor Services.
County Council	County Rate (part of Poor Rate)	Police, Main Roads, Asylums, &c.
Town Councils	Borough Rate, and in some cases, Watch Rate (both sometimes part of Poor Rate)	Municipal Services, Police and Asylums in some cases, &c.
	General District Rate or Improvement Rate*.	Roads, Sanitary Services, &c.
Urban District Councils	General District Rate or Improvement Rate*.	Roads, Sanitary Services, &c.
Rural District Councils	Poor Rate	Highways and General Expenses.
	Special Expenses Rate	Sanitary works.
Parish Councils	Poor Rate	General Parochial Services.
	Lighting Rate	Lighting.
School Boards†	Borough Rate in Boroughs. Poor Rate outside Boroughs	Elementary Education.

* It is impossible to describe here all the special arrangements made under Local Acts.

† Elementary education is now in the hands of the local education authorities, such as the county and borough councils, and the school boards are abolished.

State subvention.—Though the limits of space have prevented in this article more than an illustrative indication of the objects for which local taxation is levied, it is nevertheless clearly apparent, from even so slight an indication, that those objects include many that are rather national than local in their nature and actual importance. It is, however, impossible to draw a hard and fast line, placing on one side all the national, and on the other side all the local. Yet some public undertakings can be readily so placed. Drainage works, for example, are clearly a local benefit. But education, on the other hand, is highly national. Drainage confers a special benefit to a special place, particularly and primarily to the property upon which the local rates are charged. But education confers its benefits upon persons who freely move from place to place; it certainly does not, considered generally, increase the value of rateable property in any particular place. Poor relief may also fairly be claimed as a national service, especially when regard is had to the many services incidental thereto now administered by boards of guardians and overseers—the maintenance of pauper lunatics, the provision of asylums, registration,

valuation, and vaccination. Police and criminal prosecutions are also pre-eminently national; and so also is the maintenance of main roads, particularly in view of their ever increasing use by a population whose means for travelling about the country are now so much developed.

This being so it is evident that ratepayers in general have a genuine grievance. They have clearly the right to complain that, under the existing system of local taxation, there is thrown on the rates too much of the cost of certain national services which the state requires to be undertaken, and the burden of which ought consequently to be borne on the broader back of the national taxpayer.

Until the year 1888 this grievance was slightly remedied by annual parliamentary votes of state grants-in-aid of rates, these grants being appropriated to specific services and generally bearing some relation to the expenditure or some of its items. Thus in 1887–88 a sum of £2,860,384 was granted by parliament in aid of the rates, to be divided in certain specific portions amongst such objects as the police, pauper lunatics, roads, poor law medical officers' expenses, poor law school teachers' salaries, criminal prosecutions, vaccination, inspection of nuisances, and registration of births and deaths.

But the year 1888 witnessed a radical reform in local government, with, incidentally, the cessation of these grants-in-aid, and the introduction in their stead of a system of state subvention by means of Assigned Revenues. This system has since been extended and modified. The Central Government has created a Local Taxation Account managed and drawn upon by the Local Government Board. Into this account are paid out of the Consolidated Fund (under the Finance Act, 1907) sums equivalent to the yield of—(1) Certain excise licences, known as the local taxation licence duties, collected in England and Wales, and the penalties recovered in connection therewith; (2) The Death Duty Grant, consisting of 80 per cent. of half the proceeds of the Estate Duty derived from personal property; and (3) The Beer and Spirit Surtaxes, *i.e.* 80 per cent. of half of the amount raised in the United Kingdom by the additional customs and excise duties of 3d. a barrel on beer and 6d. a gallon on spirits imposed by an Act of 1890. Subject to certain constant payments in respect of Diseases of Animals and for Police Superannuation, the Local Government Board apportions this fund between the councils of administrative counties and county boroughs, such authorities appropriating the funds they thus receive to a continuance of most of the grants for which the state ceased, in 1888, to provide, as well as to the aid of the poor law expenditure. In addition to the above three items, the state subvention includes contributions under the Agricultural Rates Act, 1896, and the Tithe Rentcharge (Rates) Act, 1899. The former of these Acts is by far the more important of the two. It exempts the occupiers of agricultural land from one-half of certain rates; and to meet the deficiency so caused in the receipts of certain local authorities, the latter receive a fixed grant paid to them through the Local Taxation Account out of the proceeds of Estate Duty derived from personal property. The principal of the licences which come within the above denomination of Local Taxation Licences are those for the sale by retail of intoxicating liquors, the sale of tobacco and game, refreshment house keepers, appraisers, auctioneers, hawkers, house agents, pawnbrokers and plate dealers, dogs, guns, carriages, killing game, armorial bearings, male servants, and light locomotives. Of these the liquor licences form about half the whole amount. And this whole amount of state subvention, excluding operations under the Agricultural Rates Act (worth £1,326,388 in 1907–8), was £7,136,173 in 1907–8—a notable increase upon the old grants-in-aid. And in addition to this the state continues to relieve local taxation by special payments out of the imperial revenues.

Statistics of local taxation.—The rate of increase in the amount of local taxes has been astonishingly rapid during the last few years. It is now increasing, always more rapidly, at the rate of more than £1,500,000 a year. During the fifty years preceding 1868 the direct local taxes of England and Wales doubled in amount, the increase being from about £8,000,000 to £16,000,000. Then, during the next twenty-three years—less than half the former period—they increased from £16,500,000 in 1868 to £27,819,000 in 1890–91, or 69 per cent. Later, during the period 1891 to 1898–99, they reached the sum of £39,935,000. And this increase persists notwithstanding a constant proportionate increase in the relief granted to the ratepayer out of the imperial funds. £52,941,665 is the amount for the year 1903–4; and £58,256,000 for the year 1905–6. The following figures, which are still the latest drawn from official sources and dealt with so extensively and so much in detail, enable the increase in rates, since 1890–91, to be traced to the particular authorities respectively responsible, and, in some measure, to the particular classes of districts in which it occurred.

Average Rates in the £ of the Rates raised for the purposes of the Principal Local Authorities during the Years 1890–1891 *to* 1906–7.

Local Authorities.	1890–1891.	1891–1892.	1892–1893.	1893–1894.	1894–1895.	1895–1896.	1896–1897.	1897–1898.	1898–1899.	1906–1907.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Poor Law Authorities:—										
Metropolitan	1 3·3	1 4·5	1 3·4	1 5·8	1 6·4	1 7·1	1 6·8	1 7·4	1 6·5	1 9
Extra-Metropolitan . .	0 10·9	0 9·8	0 10·5	0 10·8	0 11·6	1 0·3	1 0·3	1 0·5	1 0·5	1 2·4
England and Wales, Poor Law Authorities . .	0 11·8	0 11·2	0 11·6	1 0·2	1 1·0	1 1·8	1 1·7	1 2·1	1 1·9	1 2·9
School Boards *:—										
School Board for London	0 9·9	0 11·0	0 10·6	0 10·5	0 10·0	0 10·3	1 0·1	1 0 9	0 11·7	1 4·4°
Other School Boards:—										
For Boroughs in England	0 6·5	0 7·0	0 7·5	0 7 8	0 7·8	0 8 7	0 9·6	0 9·6	0 9·8	Not ascertained (April 1910).
,, ,, Wales .	0 6·4	0 7·5	0 7·9	0 7·1	0 7·5	0 8·7	0 9·5	0 9·2	0 9·2	
For Parishes in England	0 6·8	0 6·8	0 7·2	0 7·7	0 8·0	0 8·0	0 8·8	0 9·4	0 9·3	
,, ,, Wales .	0 8·0	0 7·8	0 8·1	0 8·5	0 9·3	0 9·6	0 10·8	0 11·0	0 11·1	
England, School Boards	0 7·8	0 8·2	0 8·5	0 8·8	0 8·6	0 9·1	0 10·2	0 10·6	0 10·3	
Wales ,, ,,	0 7·5	0 7·7	0 8·0	0 8 1	0 8 8	0 9·4	0 10·4	0 10 5	0 10·5	
County Councils:—										
London County Council:—										
General County Purposes†	0 11·1	0 9·5	0 10·0	0 10·6	0 11·5	1 0·5	1 0·6	0 11·6	0 11·5	1 4·5°
Special County Purposes	0 2·1	0 2·2	0 2·4	0 2·3	0 2·3	0 2·4	0 2·3	0 2·2	0 2·4	0 2 7°
Other County Councils:—										
General County Purposes	0 2·35	0 2·49	0 2·86	0 3·68	0 4·14	0 4·23	0 4 13	0 4·40	0 4·60	0 6·68¶
Special ,, ,,	0 1·99	0 2·02	0 2·17	0 2·07	0 2 19	0 2·14	0 2·16	0 2·20	0 2·25	0 2·41
Metropolitan Vestries, City and Borough Councils, and District Boards, &c. †‡ .	1 3·6	1 4·1	1 5·2	1 5·7	1 6·2	1 5·9	1 6·0	1 6·6	1 6·2	1 11·1
Receiver for the Metropolitan Police District § . .	0 5·4	0 5·0	0 5·0	0 5·0	0 5·0	0 5·0	0 5·0	0 5·0	0 5·0	0 5·0
Commissioners of Sewers of the City of London‖ . .	1 7·7	1 0·9	1 5·8	1 0·7	1 3·6	1 5·9	1 3·1	1 2·9	1 9·0	1 10·6
Corporation of London (Police and Ward Rates) . .	0 5·8	0 5·6	0 5·9	0 5·7	0 5·1	0 4·8	0 5·0	0 5·4		
Central (Unemployed) Body for London	...	...	...	...	...	...	...	...	...	0 0·4

* The School Board Rates are for the year ending 29th September 1890, &c. Now, since the abolition of School Boards, the appropriate heading would be "Elementary or County Education."

† The rates raised by the London County Council under the London (Equalisation of Rates) Act, 1894, for the expenditure of the Sanitary Authorities in London, are included with those raised by the Metropolitan Vestries and District Boards, and not with those raised by the London County Council.

‡ Not including rates raised under the Burial Acts, Baths and Washhouses Acts, and Public Libraries Acts.

§ The Metropolitan Police Rate charged upon the parishes is 5d. in the £ in each year. The higher amount shown for the year 1890–91 is due to the receipt during the year of a large balance of the rate for the preceding year.

‖ Not including rates raised under the Burial Acts.

° The Council's rates for 1910–11 are, Ordinary (inclusive of General and Special Purposes), 17d.; Educ., 20¼d. The London County Council is now the metropolitan education authority, and as such levies the education rate.

¶ The actual variation between the rates of the different Councils is from 0·5d. to 1s. 6·5d.

Average Rates in the £ of the Rates raised for the purposes of the Principal Local Authorities during the Years 1890–1891 *to* 1906–7.

Local Authorities.	1890-1891.	1891-1892.	1892-1893.	1893-1894.	1894-1895.	1895-1896.	1896-1897.	1897-1898.	1898-1899.	1906-1907.
Town Councils (Municipal Accounts):—										Detail not published (1910).
County Boroughs . . .	0 7·9	0 8·3	0 8·5	0 8·5	0 9·0	0 9·6	0 10·4	0 10·7	0 12·2	
Other	0 5·7	0 6·0	0 6·1	0 6·5	0 6·5	0 6·7	0 6·8	0 7·4	0 7·1	
Town Councils (other Accounts*:—										
County Boroughs . . .	2 5·6	2 6·6	2 7·8	2 10·0	2 10·5	2 11·3	2 11·0	2 11·6	2 11·9	
Other	2 4·8	2 6·2	2 5·4	2 8·0	2 8·4	2 8·8	2 9·4	2 9·8	2 10·0	
Urban District Councils, Districts other than Boroughs*	2 4·1	2 4·5	2 5·2	2 7·4	2 7·8	2 9·0	2 10·2	2 10·8	2 11·3	
Rural District Councils acting otherwise than as Highway Authorities:—										
Special Expenses . .	0 1·2	0 1·2	0 1·3	0 1·4	0 1·5	0 1·5	0 1·6	0 2·2	0 2·3	
General Expenses . . .	0 0·7	0 0·7	0 0·8	0 1·0	0 1·1	0 1·3	0 1·4	0 1·6	0 1·7	
Highway Authorities in Rural Districts . . .	0 6·0	0 6·1	0 6·7	0 6·9	0 6·5	0 7·1	0 7·7	0 8·2	0 8·4	
Parish Councils and Parish Meetings*	...	...	...	..	0 0·3	0 0·7	0 0·6	0 0·7	0 0·6	
Average Rate in the £ of all Rates raised in the Metropolis	**5 0·2**	**5 0·4**	**5 1·2**	**5 4·0**	**5 5·8**	**5 8·0**	**5 8·7**	**5 10·2**	**5 9·6**	**7 0·3†**
Average Rate in the £ of all Rates raised outside the Metropolis .	**3 3·6**	**3 3·5**	**3 5·9**	**3 8·3**	**3 10·3**	**4 0·9**	**4 2·3**	**4 5·9**	**4 7·0**	**5 10·02**
Average Rate in the £ of all Rates raised in England and Wales .	**3 7·9**	**3 7·9**	**3 10·0**	**4 0·5**	**4 2·4**	**4 4·9**	**4 6 3**	**4 9·7**	**4 9·9**	**6 1·22**

* Not including rates under the Burial Acts. † For 1908–9, 7s. 5·24d.

By what authorities raised.—The principal authorities responsible for the imposition of local rates are the poor law authorities, sanitary authorities, [school boards,] county councils, rural district councils, and town councils. The individual responsibility of these bodies for the grand total sum mentioned below for the year 1905–6 was approximately as follows: 24 millions was raised and received by the sanitary authorities. The poor law authorities follow with 13 millions; the county and municipal authorities, 11½ millions; and the elementary education authorities, 9¾ millions. The total is one that consistently increases year by year. In 1890–91 it was nearly £28,000,000, or about £12,000,000 less than in 1898–99. To this increase the London and urban sanitary authorities contributed about £4,500,000, at the rate of from £500,000 to £600,000 per annum, a result which can be attributed, to a considerable extent, to the continual creation and growth of urban districts by means of the inclusion of areas hitherto within the jurisdiction of rural district councils. Rural districts, on the other hand, are only rarely extended by the inclusion of urban areas. In 1905–6 the figure had risen to £58,255,544, an increase of 39 millions compared with 1874–5.

Valuation and population.—It is interesting to note the relation between this increase of rates and the increase of population. Do the rates increase only to the same extent as the population increases; or do they decrease from that point of view, or increase more rapidly? The answer is the not very satisfactory one that they increase more rapidly; and that within recent years and at present there has been, and continues, an acceleration in the rapidity. Taking the years

1874–99, and dividing them into equal periods of five years each, it would appear that from the first of these quinquennial periods to the last the increase per cent. in the amount of rates raised has been 15·3, 14·4, 10, 17·5, and 23·9; but the increase per cent. in the estimated population has only been 6·9, 6·4, 5·7, 5·8, and 5·9. If rateable value is also brought into comparison, the official statistics show that during the same quinquenniums its increase per cent. has been 16·6, 9·3, 4·5, 6·5, and 7·9, and that consequently the rates have now outstripped the rateable value. Statistics are now available as regards rateable value up to the year 1900, and taking these it will be seen that in 1871 the valuation was at the rate of £4, 16s. 1d. per head of the population; in 1898, £5, 9s. 2d.; in 1899, £5, 10s. 2d.; and in 1900, £5, 11s. 11d. But omitting these two last years it may be stated that in 1868 the rates then raised were equivalent to an average of 3s. 4d. in the £; in 1890–91 they had increased to 3s. 8d. in the £; in 1898–99, to 4s. 10d.; and in 1905–6, to 6s. 1¼d. And so they continue to increase, notwithstanding the relief which has been afforded to the ratepayer from imperial funds since 1888 has been greater in proportion to the total rates than at any previous period. In 1898–99 that relief was equivalent to rates of 9½d. in the £ on the rateable values of that year. In 1905–6 it had risen to 1s. 11½d., of which 1s. 2½d. was for education.

Expenditure upon the more important local services.—Such services may be classed under five heads, viz.: (*a*) Poor relief (including lunatics and lunatic asylums); (*b*) elementary education; (*c*) police; (*d*) roads, streets, and bridges (including lighting and scavenging); and (*e*) sewerage. And the following table summarises the rates connected therewith; though its figures are subject, in

Services.	Districts.	Average Rate in £ of Cost falling on Rates, &c.		
		1897–98.	1898–99.	1899–1900.
		s. d.	s. d.	s. d.
1. Poor Relief* .	Metropolis (Union County)	From 1 5 To 1 7¼	From 1 6 To 1 8¼	From 1 6¾ To 1 9
	Extra-Metropolitan . .	0 10¼	0 10½	0 10½
2. Lunatic Asylums .	England and Wales . .	0 1	0 1	0 1
3. Education :— Elementary †	Metropolis (Administrative County)	0 11¾	1 1	1 1¾
	Extra-Metropolitan School Board Districts . .	0 9¾	0 10	0 10½
‡Technical and Intermediate	England and Wales . .	0 1¼	0 1¼	0 1¼
4. Police‡. .	Metropolitan (Police District)	0 5	0 5	0 5
	Extra-Metropolitan . .	0 3	0 3	0 3
5. Main Roads‡ .	Administrative Counties other than London .	0 5	0 5	0 5
6. Other Roads, Streets, &c.‡	Metropolis (Administrative County	0 9	0 10	...
	County Boroughs . .	1 4½	1 4¾	...
	Other Urban Areas . .	0 10½	0 10½	...
	Rural Districts . . .	0 8¼	0 8½	...
7. Public Lighting‡	Metropolis (Administrative County)	0 2	0 2	...
	Other Urban Areas . .	0 3	0 3	...
	Rural Districts . . .	0 0¼	0 0¼	...
8. Sewerage‡ .	Metropolis (Administrative County)	0 4¼	0 4¼	...
	Other Urban Areas . .	0 7½	0 7¾	...
	Rural Districts . . .	0 3¼	0 3½	...

* For 1906–7, London, 1s. 4·4d.; Rest of England and Wales, 11·5d.; England and Wales, 1s. 0·6d.
† For 1906–7, London, 1s. 9d.; Rest of England and Wales, 1s. 1·1d.; England and Wales, 1s. 2·9d.
‡ For other purposes, for 1906–7, London, 3s. 10·9d.; Rest of England and Wales, 3s. 9·4d.; England and Wales, 3s. 9·7d.

some cases, to modification in respect of rates which may have been applied to purposes other than those attributed to them, and to exchequer contributions which may have been applied in aid of rates. For general considerations, however, the figures in the table are sufficiently near the exact facts.

In connection with this table it should be remarked that the expenditure upon poor relief and the maintenance of lunatics is increasing far more rapidly than the population. Between 1890–91 and 1899–1900 the expenditure per inhabitant in England and Wales increased from 6s. to 7s. 3½d., *i.e.* by upwards of 21 per cent. In 1900–7 this had increased to 7s. 9d. per inhabitant. And in London the average expenditure per inhabitant, the cost of relief per pauper, and the average rate in the £ required are much greater than the averages for the extra-metropolitan unions,—facts which may be accounted for in several ways. For one thing, in London the cost of the maintenance of patients in the fever and small-pox hospitals of the Metropolitan Asylums Board falls upon the poor law authorities, whereas the provision of hospitals for infectious diseases in the rest of the country is, for the most part, a charge upon the rates raised by the sanitary authorities. And to this may be added the fact that the county sanitary authorities can recover, where possible, from non-pauper patients the expense of their maintenance; but the metropolitan poor law authorities have no power to do this. Another reason for the excess of expenditure in the metropolis is found in the fact that there the paupers relieved in the workhouses and infirmaries bear a much larger proportion to the total number of paupers of all classes relieved than they do in other parts of the country. And yet another reason is the contributions which the metropolitan poor law authorities make to the asylums authorities; and another, the more expensive pauper accommodation supplied in London. The average amount of relief given in the metropolis to each outdoor pauper during the years 1890–91 and 1899–1900 has been £5, 17s. 2¾d.; for the rest of England and Wales the figure is £5, 5s. 11½d. For 1906–7 the average annual cost of an outdoor pauper has been estimated at £7, 1s., the like cost of an indoor pauper being about £29, 5s.

Though there has been on the whole, since 1895, but very slight increase in the amount of police expenditure per inhabitant, yet, comparing the metropolis with the provinces, it would appear that such expenditure is greater in London than in the boroughs, and in the boroughs than in the counties. There persists, however, a more substantial increase in the amount of expenditure and of rates in connection with education; and here, too, the rate is heavier in the metropolis than the average for extra metropolitan districts.

Rates levied by various spending authorities.—The rates raised by Poor Law Authorities have increased from 11¾d. in the £ in 1890–91 to 1s. 2½d. in the £ in 1899–1900, and 1s. 4d. in the £ in 1900–7; but the average increase and the rate in the £ in the metropolis is greater than outside London. It would seem, however, that practically only agricultural counties are responsible for the highest rises, for out of ten counties showing a rise of more than 3d. in the £, nine were largely agricultural. Only five counties can claim that there has not been any increase in the average rate in the £ of their rates. It is not surprising, therefore, to find that the burden of the poor rates is very unequal. Outside the metropolis it varies from 3¼d. in the Fylde Union (Lancashire) to 2s. 3d. in Mildenhall Union (Suffolk). Generally speaking, the burden is heaviest in the Eastern Counties and lightest in the Northern Counties. It is also heaviest in those unions which have a very low assessable value per inhabitant, and lightest in those which have a high assessable value per inhabitant.

The pressure of the School Board rate was also very unequal in different

districts. Districts comprising so much as one-third of the rateable value of England and Wales were, at the time of the final report of the Royal Commission, without any School Boards whatever; and in those in which such boards had been established, the rates varied from less than 1d. in the £1 to upwards of 2s. in the £1. In only 17 boroughs and 170 parishes, or less than 8 per cent. of the School Board districts, was the rate below 3d. in the £1 in 1899–1900. And the rates in Wales were higher than in the extra metropolitan part of England.

The rates raised by the other different classes of rating authorities, such as county councils and boroughs, should now be noticed. It is difficult, however, to accurately calculate, in comparison, the changes in the rates in the £1 raised by the different county councils, but it can safely be stated that since 1891 the average rural rates in every county have steadily increased. For the London County Council the exact figures can be given, for in 1890-91 the rates (exclusive of Education) it levied amounted to 1s. 1¼d. in the £1, in 1899-1900 to 1s. 1½d. in the £1, in 1900–1 to 1s. 2½d. in the £1, and in 1909–10 to 1s. 5d. in the £1. But leaving aside the county councils, the average rates in the £1 of the rates raised in the different classes of areas in 1889-91 and 1896–98 were :—

	Mean rate in £1 in	
	1889–91.	1896–98.
	s. *d.*	*s.* *d.*
Rural Districts.	2 3	2 10
Urban Districts other than Boroughs .	3 11	5 1¼
Non-county Boroughs	4 4½	5 2½
County Boroughs	4 6½	5 9
London	5 0¼*	5 9½

* 1908–9, 7s. 5·24d.

In 1898–99 there appears to have been a further increase in each of the above groups, except London.

In London, it should be noted, a large proportion of the rates are raised uniformly over the whole county, including the city, upon the basis of rateable value under the Equalisation of Rates Act. In the summary to Part II. of the Appendix to the Final Report of the Royal Commission it is stated that so large a proportion as about 70 per cent. of the London rates are thus uniformly charged. The Act provides for a fund, called the "Equalisation Fund," which is formed by calculating what would be due from each parish in respect of a rate of 6d. in the £1 on its rateable value, and redistributing the amount according to the population of the sanitary districts in the metropolis. Where the contribution to the fund is more than the grant payable out of the fund, the difference is raised from the parishes by the county council by means of a special county contribution levied as part of the poor rate; but where the contribution to the fund is less than the grant payable, the difference is paid over to the sanitary authority to be applied in aid of their expenses under the Public Health (London) Act, 1891, and in respect of lighting and street expenses. It will thus be seen that expenditure for these purposes, equal to the amount of an annual rate of 6d. in the £1 levied equally over the county, is borne by the several parishes according to their rateable value, but expended in the areas of the sanitary authorities in proportion to their population. In operating upon this

und, the council only deals with the net amounts payable by the richer parishes nd receivable by the poorer parishes. The amounts assessed upon the richer arishes are included in the council's precepts, and thus become a charge upon he poor rate, and not upon the general rate. In 1898-99 the net amount so alling on the poor rate was £251,000; in 1900-1 it was £257,000; in 1907-8 it ad risen to £309,910.

Valuation of various classes of property and in different areas.—According to a arliamentary return, presented in 1900, the rateable value of lands, buildings, rail-ays, and other kinds of rateable property in 1870, 1894, and 1899 was as follows:—

Classes of Rateable Property.	1870.		1894.		1899. ***	
	Amount.	Percentage of Total.	Amount.	Percentage of Total.	Amount.	Percentage of Total.
Lands:—	£		£		£	
Agricultural land, as defined in Section 9 of the Agricultural Rates Act, 1896 *	¶	...	¶	...	24,034,703	13·7
Other lands† . . .	¶	...	¶	...	7,277,639	4·1
Total lands . . .	39,335,088	38·0	33,654,550	20·9	31,312,342	17·8
Buildings ‡	55,157,300	52·6	102,719,541	63·7	116,435,938	66·3
Railways §	4,371,048	4·6	13,871,050	8·6	15,598,001	8·9
All other kinds of rateable property ‖ . . .	5,006,898	4·8	10,894,434	6·8	12,276,477	7·0
Totals—all kinds of rateable property—England and Wales . .	104,870,334	100·0	161,139,575	100·0	175,622,758 **	100·0

* The expression "agricultural land" means any land used as arable, meadow, or pasture round only, cottage gardens exceeding one quarter of an acre, market gardens, nursery grounds, rchards, or allotments, but does not include land occupied together with a house as a park, ardens other than as aforesaid, pleasure-grounds, or any land kept or preserved mainly or xclusively for purposes of sport or recreation, or land used as a racecourse. The expression 'cottage" means a house occupied as a dwelling by a person of the labouring classes (59 & 60 ict. c. 16, s. 9).

† Including lands other than agricultural land as above defined, including also farmhouses nd farm buildings, and tithe rent charges and uncommuted tithes, but excluding lands occupied s railways, canals, quarries, &c.

‡ Including houses (other than farmhouses), shops, warehouses, mills, factories, docks, harves, &c.

§ Including stations and depots.

‖ Including quarries, mines, ironworks, gasworks, waterworks, canals, and all other rateable roperties, which do not properly come under the other headings.

¶ Not ascertainable for years prior to that in which the Agricultural Rates Act was passed, iz., 1896.

¶ Not ascertainable for years prior to that in which the Agricultural Rates Act was passed, iz., 1896.

** In 1908, £212,757,450.

*** Since 1899 the statistics are not quite comparable in detail. For the year 1906 they re as follows: Agricultural land, £23,701,843; other lands, buildings, *quarries, mines*, &c. see Note ‖), £164,269,520; railways, £17,460,863; government property contributing in lieu f rates, £1,635,449. Total, £207,067,675.

It can now be seen that during the period covered by the above table the rateable value of "buildings" has more than doubled, and in 1899 formed nearly two-thirds of the whole. The rateable value of "railways" in 1899 was more than three times greater than it was in 1870, and represented nearly one-tenth of all rateable property. But the rateable value of "lands," which was nearly two-fifths of the whole in 1870, decreased by 21 per cent. between 1870 and 1899, and in the latter year formed more than one-sixth of the value of all rateable property. And the decrease in the rateable value of "agricultural land" is very marked; between 1897 and 1908 it diminished by 2·8 per cent., the rateable value of other hereditaments increasing by 30·8 per cent. In 1905 the rateable value of property in England had risen to £202,835,295; in 1908 it reached the sum of £212,757,450.

Very enormous are the extra-metropolitan local variations of the assessable value per inhabitant. In Newcastle-in-Emlyn it stood at £2, 1s. during the year 1900, and in the same year at £12, 14s. in Liverpool.

Local debt.—In 1905–6 the outstanding debt of local authorities amounted to £483,000,000, representing £2, 7s. 7d. for each £ of rateable value, or £14, 2s. 10d. per head of population. At the end of 1898–99 the debt stood at £276,229,000, or about £1, 11s. 5d. for each £ of rateable value. In 1891 this debt was equivalent to only £1, 5s. 10d. for each £ of rateable value. Consequently the fourteen years were responsible for an increase of £1, 1s. 9d. It must not be supposed, however, that this debt was entirely a burden to the ratepayers; for, taking the year 1905–6, it is estimated that nearly one-half of it was incurred in connection with reproductive undertakings whose general success was such that, as a matter of fact, only a comparatively small part of the debt charges in connection with them actually fell upon the rates. And such, generally speaking, is the position at the present day—a position which amply justifies the increasing municipalization of waterworks, gasworks, tramways, electric lighting works, markets, baths, cemeteries, and burial grounds, working-class dwellings, and piers, quays, &c. There is no doubt but that if such almost necessarily unremunerative undertakings as baths and washhouses, cemeteries, and working-class dwellings, were not bound to be included in the above figures, the part of the local debt now under consideration could be shown to afford a material relief to the rates generally. Nor must the fact be overlooked that as a set-off to this portion of local debt, the local authorities are entitled to refer to the capital value of the undertakings and other properties in respect of which it has been mainly incurred. One half of the local debt being thus accounted for, the other half remains to be noticed. About £24,250,000 of it was incurred for poor law purposes (including lunatic asylums and the asylums of the Metropolitan Asylums Board); £41,750,000 was incurred in respect of education; £136,500,000 was the cost of sanitation, sewerage and sewage disposal, improvements, highways, and so forth; and £25,250,000 must be put down to "miscellaneous," police, and education. In 1903–4 the total debt was £398,882,146, of which £187,100,454, or 47·5 per cent., had been borrowed for undertakings which were or might be reproductive. This represented £2, 0s. 5d. on every £ of rateable value, and 11s. 6d. per head of population.

Persons and properties liable.—*Occupiers and owners.*—Generally it is only occupiers of rateable properties who are liable to pay rates, and rates are not payable on unoccupied property. An occupier is not liable to pay rates due from the previous occupant of the premises. An owner is not liable unless rated under Acts which give a discretionary power to local authorities to assess the owners of dwellings of small value and to collect the rate from them instead of

from the occupier. This system is popularly known as that of compounding, and under it the owner, subject to certain conditions, may be rated instead of the occupier. The owner of a tithe rentcharge is rateable. So also may be the purser, secretary, or chief managing agent of a tin, lead, or copper mine. The owner of land used as an advertising station is, under certain circumstances, made rateable in respect thereof. And in the cases of plantations, woods, and sporting rights, an owner may become rateable. The payment by the owner in respect of plantations and woods is secured by the occupier being entitled, during the continuance of any lease or agreement made before the commencement of the Rating Act, 1874, to deduct any poor or other local rate paid by him in respect of an increase caused by non-assessment of the rate under section 4 of that Act. And as to sporting rights, it is provided by the same Act that where the rateable value of land is increased by reason of being estimated under section 6 thereof to include a right of sporting reserved and not let by the landlord, the occupier (unless he has specifically contracted to pay the rate in the event of an increase) is entitled to deduct from his rent the portion of the rate he has paid in respect of the increase. And the owner or lessee of a sporting right may, at the option of the rating authority, be rated as occupier when the right is let in severance from the occupation of the land. Subject to the provisions relating to sporting rights, all owners thereof when severed from the occupation of the land may be rated as occupiers.

Practically the only rates in respect of which the owner may primarily be rated are a water rate, private improvement rate, and a sewers rate. And even in these cases it is the occupier who is rateable as a general rule. The circumstances under which the owner is charged are:—(*a*) In respect of a water rate, the rate is leviable upon the persons receiving the supply of water, *i.e.* the occupiers, except in the case of dwelling-houses or parts of dwelling-houses, occupied as separate tenements, where the annual value of the houses or tenements does not exceed £10, when it is leviable on the owners; (*b*) A private improvement rate, which is payable on the full net annual value, is levied on the occupier, who can deduct three-fourths thereof from the rent, if a rack rent, or a proportionate part of the three-fourths if the rent is less than a rack rent; and landlords who themselves hold for a term with a residue of not less than twenty years, are also entitled to deduct from the rent they pay such proportion of the sum deducted as the rent they pay bears to the rent they receive; "rack rent" here means a rent not less than two-thirds of the full net annual value of the particular property. The sewers rate, in the metropolis, may be deducted by the tenant from his rent, or, if paid, recovered from his landlord in any case where the tenant would have had that privilege if the Metropolis Management Act of 1855 had not been passed.

Properties assessed.—The property in respect of which local rates are levied is, for practically all such rates, identical with that rateable for the poor rates. The modifications of this general rule occur in the highway, general district, water, private improvement, and metropolitan general, lighting, and sewers rates. And even in these cases, except the water and private improvement rates which are levied only upon the property actually related to the service causing the rate, the poor rate is the primary criterion. Highway rate is not levied upon property which had, or whose owner or occupier had, before the Highway Act, 1837, been legally exempt from the performance of statute duty or composition therefor, or from highway rate. The general district rate is not levied on any property so far as it is exempted from rating by a local Act in respect of purposes for which such a rate may be made, unless the Local Government Board otherwise directs. In respect of the metropolitan general rate, the rateability of hospitals, public

schools, and other public buildings rated for paving at the time of the Metropolis Management Act, 1855, is still restricted to a like rate as then; the lighting rate is not levied upon land which at the time of that Act was not rated in respect of the expenses of lighting; and the sewer rate is not levied upon property entitled to exemption when the first commission was issued in 1846.

Such is some indication of the existing particular exceptions to the general rateability for the relief of the poor. An enumeration of the property chargeable to the poor rate will now be given. Briefly, it is lands, houses, tithes, and tithe rentcharge; coal and all other mines: plantations, woods, saleable underwoods, sporting rights, and advertising stations. The authorities for this enumeration are the Poor Relief Act, 1601 (generally known in this connection as the Statute of Elizabeth), the Rating Act, 1874, and the Advertising Stations (Rating) Act, 1889. The Statute of Elizabeth enabled overseers to receive weekly or otherwise ("by taxation of every inhabitant, parson, vicar, and others, and of every occupier of lands, houses, tithes impropriate, or propriations of tithes, coal mines, or saleable underwoods in the said parish, in such competent sum or sums of money as they shall think it convenient,") a sufficient stock of flax, hemp, wool, thread, iron, and other necessary ware and stuff to set the poor on work, and also to raise "competent sums of money for, and towards the necessary relief of the lame, impotent, old, blind, and such other among them being poor and not able to work," and also for the putting out of poor children apprentices, "to be gathered out of the same parish according to the ability of the same parish." For a considerable period of time it was a matter of doubt whether this enactment justified the rating of personal property, such as stock-in-trade, chattels, and money on deposit at a bank, and, as a consequence, the practice of overseers varied, both at different times and in different parts of the country. In some instances there was a local usage to assess the stock of a particular trade; in other instances the stock in all trades had been rated, in certain boroughs, even from the very date of the statute. But the practice of rating in respect of stock-in-trade never became a general one. And this was so notwithstanding it eventually became settled law, by means of judicial decisions, that stock-in-trade, if it be the property of the person in possession, and productive, is properly rateable, even without evidence of usage. Eventually the law was thus extensively stated: "The statute of 43 Elizabeth, c. 2, § 1, embraces two classes of persons subject to taxation, occupiers of real property, and inhabitants in respect of personal property. Hitherto rates upon the latter class have been in practice confined to stock-in-trade and shipping, but on future occasions other kinds of personal property may, perhaps, be rated and be held rateable." There have been no such future occasions, however, for that pronouncement was speedily followed in 1840 by an Act which specifically exempted stock-in-trade, and generally all other personal property. It provided that it should not be lawful for the overseers of any parish, township, or village to tax any inhabitant thereof, as such inhabitant, in respect of his ability derived from the profits of stock-in-trade or any other property, for or towards the relief of the poor, provided that nothing contained in the Act should in anywise affect the "liability of any parson or vicar, or of any occupier of lands, houses, tithes impropriate, propriations of tithes, coal mines, or saleable underwoods, to be taxed under the provisions of the said Acts for and towards the relief of the poor." This Act, though passed only as a temporary measure, is in force to this day by virtue of the Expiring Laws Continuance Acts. And so stock-in-trade and all personal property are exempted from rateability for the poor.

Plantations, sporting rights, and mines have become rateable by force of the Rating Act, 1874. That Act brings within the scope of the Statute of Elizabeth the following hereditaments:—(1) Lands used for a plantation or a wood, or for

the growth of saleable underwood, and not subject to any right of common; (2) rights of fowling, shooting, taking or killing game or rabbits, and fishing, when severed from the occupation of the land; and (3) mines of every kind not mentioned in the Statute of Elizabeth. And, incidentally, these hereditaments are also made rateable to all local rates, to the same extent as are those the subject of the old statute. Advertising stations are included by the above-mentioned Act of 1899. Section 3 enacts that where land is used temporarily or permanently for the exhibition of advertisements, or for the erection of a hoarding, frame, post, wall, or structure, used for the exhibition of advertisements, but not otherwise occupied, the person who permits it to be so used, or (if such person cannot be ascertained) the owner of the land, is to be deemed in beneficial occupation of the land, and is to be rateable in respect thereof to the relief of the poor, and to all local rates, according to the value of that use. Premises occupied for other purposes, and rateable in respect thereof to the relief of the poor and local rates, but used in one of the above-mentioned forms for the exhibition of advertisements, will have their gross and rateable value estimated so as to include the increased value from such use.

Exemptions.—Strictly speaking, perhaps, stock-in-trade should be classed with the properties exempted from rateability. It will be sufficient, however, to have merely referred to it here. *Places of worship, &c.*—By the Poor Rate Exemption Act, 1833, no one can be rated in respect of a church, district church, chapel, meeting-house, or premises, or such part thereof as is exclusively appropriated to public religious worship, and which (other than such as belong to the Established Church) are duly certified for the performance of religious worship. This exemption does not extend, however, so as to include rents, profits, or advantages received or derived by any one from any part of such religious places as are not so exclusively appropriated. But no one is rateable because a religious place, or any vestry room belonging thereto, or any part thereof, is used for Sunday or infant schools, or for the charitable education of the poor. And under the Sunday and Ragged Schools (Exemption from Rating) Act, 1869, the authorities can exempt from rateability any building or part of a building used exclusively as a Sunday school or ragged school. For the purposes of this latter Act the term "Sunday School" means any school used for giving religious education gratuitously to children and young persons on Sunday, and on weekdays for the holding of classes and meetings in furtherance of the same object, and without pecuniary profit being derived therefrom; and a "ragged school" means any school used for the gratuitous education of children and young persons of the poorest classes, and for the holding of classes and meetings in furtherance of the same object, and without any pecuniary benefit being derived therefrom except to the teachers employed. *Scientific and literary societies.*—No one is subject to rates in respect of land or buildings, or parts of buildings, belonging to a society instituted for purposes of science, literature, or the fine arts exclusively, either as tenant or owner, and occupied by it for the transaction of its business, and for carrying into effect its purposes. But the society must be supported wholly or in part by annual voluntary contributions, and does not, and by its laws cannot, make any dividend, gift, division, or bonus in money to or between any of its members; and it must obtain a certificate from the Registrar of Friendly Societies that it is entitled to the benefit of the Scientific Societies Act, 1843, which confers this exemption. If a certificate is refused the society can submit its rules to its local county or borough council, which has power to grant the exemption. A ratepayer has a right to appeal to quarter sessions when a certificate is granted to such a society, and he objects to the grant. *Militia and Volunteer* storehouses are also exempt. *Burial grounds.*—Land purchased or

acquired under the Burial Acts for the purpose of a burial ground (with or without buildings thereon) is exempt from rating except at the value or rent at which it was assessed at the time of the purchase or acquisition. *Crown and Government property* is, as a matter of principle, free absolutely from all liability to rates, though the principle has been largely infringed by statute as well as by the voluntary concessions of the State. Perhaps the most general practice is for the Crown to make voluntary contributions to the local rates in accordance with a definite scale, but upon its own assessment of rateable value. Where statute has fixed the Crown with a rateability it is very usual to provide that the rate payable shall not exceed that at which the property concerned was rated when it was acquired by the Crown.

Differential rating.—With respect to their rateability the legislature, in a number of instances, has differentiated between various properties in accordance with their nature—not, be it noted, in accordance with their value. Thus agricultural land, in respect of most rates, is treated differently from urban land, to the extent that the former practically enjoys a partial exemption, the reason being that the services the subject of a particular rate are not always proportioned to the value of the agricultural land in the same degree as to the value of the urban land. The differentiation may be produced by two alternative methods:—(1) Different classes of properties may be assessed at an equal rate, but upon different proportions of their annual value, *e.g.*, one property at half, another at three-quarters, another in full: (2) Different rates in the £ may be charged upon the full annual value of the different classes of property, *e.g.*, 1s. in the £ on one property, 1s. 6d. on another, and 2s. on a third. The operation in practice of these two methods, so far as it is a variation from the standard value or rate, will now be noticed in the above order. (1) In respect of the poor rate the only properties whose net annual values are not necessarily the values for the purposes of assessment are burial grounds and certain government properties, the particulars of the differentiation in these cases having already been noticed as forms of exemption. To the General District Rate: all tithes, tithe commutation, rent-charges, arable, meadow or pasture lands, woodlands, orchards, allotments, market-gardens, nursery grounds, land covered with water, canals, and railways are assessed upon only a quarter of the net annual value; and the like differentiation is made in respect of rates for special expenses of rural district councils and water rates. And for the Metropolitan Sewers Rates: only a quarter of the rateable value is the basis of assessment in the case of land used as arable, meadow or pasture ground, woodland, orchard, market-garden, hop, herb, flower, fruit or nursery ground. (2) First, in respect of the poor rate. During the continuance of the Agricultural Rates Act, 1896, agricultural land is liable to pay one-half only of the rate in the £ payable in respect of buildings and other hereditaments. For this purpose the term "agricultural land" means any land used as arable, meadow or pasture ground only, cottage gardens exceeding one quarter of an acre, market gardens, nursery grounds, orchards, or allotments; but it does not include land occupied together with a house as a park, gardens, other than as aforesaid, pleasure grounds, or any land kept or preserved mainly or exclusively for purposes of sport or recreation, or land used as a racecourse; and "cottage" means a house occupied as a dwelling by a person of the labouring classes. Then, for lighting rates, the owners and occupiers of houses, buildings, and property (other than land) are rated at and pay a rate in the £ three times greater than that at which the owners and occupiers of land are rated at and pay. Here every courtyard, yard, or garden (the garden not being a market-garden or nursery ground) is included in and makes part of the assessment on the house or other buildings to which they may be respectively attached. And tithes, tithe rent-charges, moduses, compositions real, and other payments in lieu of tithe are

assessed in the same proportion of their annual value as land. With regard to rates for public libraries, those persons who are assessed in respect of lands used as arable, meadow or pasture ground only, or as woodlands or market-gardens, or nursery grounds, are entitled to an allowance of two-thirds of the sum assessed in respect of those lands for the poor rate. There is also a different rating for the purposes of the lighting and sewers rates in the metropolis.

Compounding.—It has already been stated that, as a general rule, only the occupiers of rateable properties are liable to pay the rates thereon, the notable exception occurring when the owner compounds and so assumes the liability. The compounding system is only possible in the case of properties of small value, where the rates payable are small in amount, and the occupying class are very poor and always removing from one place of abode to another. Upon compounding for the rates payable in respect of such properties the owners can fix the rents at a figure that will cover the full amount of the rates, whilst the authorities allow them to deduct a percentage as a recompense for the trouble of collection. And if the owners agree with the authorities to pay the rates whether the properties are occupied or not, then, in consideration therefor, a further percentage is allowed. The most obvious drawback to this system is that the occupier who is really rated, and pays the rate, does not have an opportunity to appreciate its weight, and is consequently generally indifferent in his capacity of elector to the expenditure of the local authority. When he pays only his rent to the landlord, and his rates separately to the rate collector, he is likely to note the variations in the amount of the rates, and any tendency to extravagance or economy on the part of the local authority.

There are two systems of composition for rates—not regarding compositions in particular districts authorised by local Acts. These two systems relate to the Poor Rate and the General District Rate respectively, the former depending upon sections 3 and 4 of the Poor Rate Assessment and Collection Act, 1869, and the latter, except where there is a local Act, upon section 211 of the Public Health Act, 1875. The Act of 1869 allows a composition where the rateable value of the hereditaments does not exceed, in London, £20; in Liverpool, £13; in Manchester and Birmingham, £10; and in other places, £8. If the owner voluntarily agrees to pay the rate whether the premises are occupied or not, the overseers may, subject to the control of the local authority, allow him a commission of 25 per cent. on the rate. But the local authority has power to order him to be rated instead of the occupier, whether he desires it or not. In such a case the owner is entitled to an abatement of 15 per cent. from the amount of the rate; but this abatement can be increased to 30 per cent. at the owner's option by a further deduction of 15 per cent., which must be allowed him by the authority if he gives notice that he is willing to be rated whether the premises are occupied or not. An owner who compounds has the same right of appeal as an occupier. The Act of 1875 relating to the General District Rate, confers upon the local authority an option to rate the owner instead of the occupier where the rateable value of the premises does not exceed £10, or where they are let weekly or monthly, or in separate apartments, or where the rents are collected at shorter periods than quarterly. When the option is exercised, the owner is to be assessed at not less than two-thirds nor more than four-fifths of the net annual value; and if the assessment be in respect of tenements, whether occupied or not, it may be one-half of the amount at which it would be if the rate were levied on and paid by the occupier. The following table (drawn up by Mr. Richard Hill Dawe, Town Clerk of Hull, for the Royal Commission) shows the differences in compounding under the two Acts:—

	Poor Rate Assessment and Collection Act, 1869 (*Poor Rate*).	Public Health Act, 1875 (*General District Rate*).
(1) The property entitled.	Tenements not exceeding £8 net annual value; except in London, £20, Liverpool, £13, and Manchester and Birmingham, £10.	Tenements not exceeding £10 in rateable value or let weekly or monthly or in separate apartments, or where the rent is payable at shorter periods than quarterly.
(2) The subject of deduction.	The rate.	The assessment.
(3) How put into operation where the rate is paid:—		
(*a*) When property is occupied.	(*a*) At the option of the vestry.	(*a*) At the option of the Corporation.
(*b*) Whether the property be occupied or not.	(*b*) By agreement with the owner.	(*b*) At the option of the Corporation.
(4) The amount of the deduction where rate is paid:—		
(*a*) When property is occupied.	(*a*) 15 per cent.	(*a*) 20 per cent. to 33⅓ per cent.
(*b*) Whether the property be occupied or not.	(*b*) Not exceeding 25 per cent., which may become 30 per cent. under section 4.	(*b*) 50 per cent.

Unoccupied property is not, in England and Wales, generally liable to rates, but in the City of London unoccupied tenements are liable to one-half of the sewers rates. On this subject the Royal Commission report that they think it would be fair if some charge were made in respect of unoccupied properties, which, undoubtedly, receive some benefit from public expenditure. But at the same time there would be hardships if the full burden of rates were imposed in such cases. They considered that the equity of the case would be met by requiring the owners to pay a portion of the rates in respect of unoccupied tenements. They are very specific, however, in declining to suggest that this liability should attach to land which, although it might conceivably be utilised for building purposes, is for the time being in actual *bonâ fide* occupation either as gardens or recreation grounds, or for pasture, agriculture, or other similar purposes. As a general rule the occupation of a mere caretaker of otherwise unoccupied premises is not an occupation that carries with it a liability for rates.

The machinery of rating is mainly provided by the Union Assessment Acts, 1862 to 1880, a series of statutes in force throughout England and Wales, except in ten special places, and in the administrative county of London. In London these statutes are modified by the Valuation (Metropolis) Acts. The ten exceptional places are Hull, Plymouth, Southampton, the parishes of Alverstoke, Barrow-in-Furness, Birmingham, East Stonehouse, Liverpool, and Stoke Damerel, and the township of Manchester. These places are subject to the general authority of the Parochial Assessments Act, 1836, and the Poor Law Amendment Acts of 1848 and 1868, and a number of them are also subject to the provisions of local Acts. This article is necessarily confined to only an outline of the general law.

Union assessment committees.—Each Board of Guardians, at its first meeting

after every annual election, appoints a committee of not less than six nor more than twelve of their number for the investigation and supervision of the valuations. This committee is known as the assessment committee of the union. Where a union is coextensive with a municipal borough, the clerk to the guardians upon the appointment of the committee gives written notice of the names of its members to the town council, and the latter body may thereupon appoint from its own members an addition to the committee not greater in number than that appointed by the guardians. Any guardian is entitled to be present at a meeting of the committee, but he cannot take any part in its proceedings unless he is a member of it. Every year, in the month of April, the committee reports its proceedings to the Local Government Board. As a necessary incident to its main purpose the committee has certain very extensive statutory powers. It may, for example, require the overseers, assistant overseers, constables, assessors, collectors, and all other persons having the custody of any books of assessment of any rates or taxes, parliamentary or parochial, or of the valuations of any parish, or having the collection or management of any such taxes or rates, to make returns in writing to it of all such particulars as it may direct in relation to such taxes, rates or valuations, or any property included therein, so far as relates to the union for which it acts. But it has no power to authorise the production of valuations or assessments which by any provision of law are not suffered to be made public. Any one who fails to comply with a lawful order of the committee in respect of an attendance before it, or a production of books, incurs a fine of £20.

Valuations and valuation list.—It is the duty of the overseers of each parish to make and sign a list (styled "the valuation list") of all the rateable hereditaments in the parish, with the annual value thereof, in the prescribed form (varied slightly in extra-metropolitan and agricultural districts).

Valuation List for [*the Parish or Place for which the List is made*] *in the Metropolitan Union of* (*or not being in Union*) *in the County of* .

Number.	Name of Occupier.	Name of Owner.	Description of Property.	Number of Class.	Name or Situation of Property.	Extent.	Gross Value as estimated by Overseers.	Gross Value as estimated by Surveyor of Taxes.	Rate of Deduction per Cent.	Rateable Value.	Gross Value as finally determined by Assessment Committee.	Rateable Value as finally determined by Assessment Committee.

Signed this day of .

A.B.
C.D. } Overseers of the Poor of the Parish aforesaid.

We do hereby approve the above valuation list, and certify that in determining the gross and rateable value of the above hereditaments the provisions of the Valuation (Metropolis) Act, 1869, have been duly complied with.

Signed this day of

A.B.
C.D.
E.F. } Members of the Assessment Committee of the Union.

Note.—The two last of the above columns (for gross and rateable value as determined by assessment committee) must be filled up, and the totals of those columns must be added up after the objections to the alterations have (if any) been heard, and before the list is finally approved.

For the purposes of the valuation list the term "gross estimated rental" is defined by section 15 of the Act of 1862 as meaning "the rent at which the hereditament might reasonably be expected to let from year to year, free of all usual tenant's rates and taxes and tithe commutation rentcharge, if any"; but this definition is not to be taken as interfering with that of "net annual value" or "rateable value" as contained in the Act of 1836. Supplemental lists are made when necessary of any rateable property the value of which has increased or decreased since the compilation of the original lists. New lists and supplemental lists are ordered by the committee as and when they think necessary, and upon the application of any person who is aggrieved by the list in force. When duly made and signed the list is deposited by the overseers in the place in the parish in which rate books are deposited or kept, and a copy is delivered to the Board of Guardians; and on the Sunday after the deposit public notice of the list is given. Then all persons assessed or liable to be assessed to the poor rate of the parish are entitled to inspect the list and take copies and extracts. At the expiration of fourteen days after that public notice the list is transmitted to the committee, where any overseer or ratepayer of the parish is entitled to inspect it and take copies and extracts.

Revision and approval of list.—Objections.—The list is now in the hands of the assessment committee. And now is the time for any person to move who feels aggrieved with the list on the ground of (*a*) unfairness or incorrectness in the valuation of any of the hereditaments included therein, or (*b*) the omission therefrom of any rateable hereditament. The law very properly recognises that he has an interest in the valuation as a whole, and therefore it does not regard his legitimate grievances as limited in relation to only a valuation of property in which he is personally interested. But in order to be able to prefer his grievance he must comply with certain statutory conditions. These are: he must, within twenty-eight days after the notice of the deposit of the list, give to the committee and overseers a written notice of his objection, specifying the grounds thereof; and where the ground of the objection is unfairness or incorrectness in the valuation of an hereditament in respect of which some other person is liable to be rated, or the omission of such hereditament, he must also give written notice of the objection and of the ground thereof to that other person. Subsequently he must attend the meeting held by the committee for the purpose of hearing objections, a notice of which meeting is given to the overseers, by whom it is published at least twenty-eight days before it is held. The committee will hear and determine the objection at this meeting, or at an adjournment thereof, but it has no power, without the consent of the overseers or other third persons concerned, to entertain an objection of which due notice has not been given. To effectuate their determination with regard to an objection the committee makes (if necessary therefor) the alteration in the valuation of any hereditaments in the list, and supplies omissions; and, if the occasion warrants, some competent person may be employed to make a new valuation of any particular premises. This valuation must be in writing, signed by the valuer, and may be inspected and copied.

An altered valuation list must be re-deposited in the same manner, and with like notice, as the original list. Then the committee should appoint a day, not less than seven nor more than fourteen days from the re-deposit, for the hearing of any objections to the list as so altered. When the list is finally approved, and in order to become the valuation list in force, it must be deposited at the board room or other convenient place appointed by the guardians in the custody of the clerk, and be open at seasonable times to the inspection of any of the guardians

and of any overseer of any parish within the union without charge, and of any ratepayer within the union on payment of one shilling; and a copy must be delivered to the overseers.

Valuation lists and the rates.—In every parish where a valuation list has been approved, and a copy delivered to the overseers, no poor rate, or other rate based thereon, is of any force unless the property included in the rate, except as otherwise provided by statute, is rated according to its annual rateable value as it appears on the list. The overseers must, before the rate is allowed by the justices, make a declaration as to the accuracy of the particulars in the list. To compute the amount of contributions to the common fund by the several parties in the union, the guardians take the annual rateable value from the lists for the time being lastly approved.

In the Metropolis the machinery for rating differs from the foregoing so far as it is modified by the Metropolis (Valuation) Acts. An outline will now be set out.

Making the valuation lists.—A new list must be made quinquennially, commencing from the 6th April 1871; it comes into force on the 6th April in the year succeeding that in which it is made, and lasts for five years, subject to any alterations that may be made by any supplemental or provisional list. And a supplemental list is made, if necessary, in each of the first four years of this period, the supplemental list being made in accordance with the same regulations as a new list. In particular it should be noted that these lists are required to be made before the 1st June, and that the terms "gross value" and "rateable value" have each an important meaning in connection with metropolitan rating. "Gross value" means "the annual rent which a tenant might reasonably be expected, taking one year with another, to pay for an hereditament, if the tenant undertook to pay all usual tenant's rates and taxes, and tithe commutation rentcharge, if any, and if the landlord undertook to bear the cost of the repairs and insurance, and the other expenses, if any, necessary to maintain the hereditament in a state to command that rent." And the term "rateable value" means "the gross value after deducting therefrom the probable annual average cost of the repairs, insurance, and other expenses as aforesaid." The deductions which can thus be made are limited, for by section 52 of the Act it is provided that in calculating the rateable value, the percentage or rate of deductions to be made from the gross value is not to exceed the amounts specified in the third schedule to the Act, so far as the same are applicable. We now set out that schedule. (See p. 56.)

The proceedings subsequent to the making of the list are not quite the same in the metropolis as they are elsewhere and have already been described. For one thing a duplicate of the list, as deposited, must be sent by the overseers to the local surveyor of taxes, who checks the valuation, and then forwards the duplicate to the assessment committee. And when the overseers publish their notice of the deposit they must also state the times at which and the mode in which objections are to be made.

Objections and revision.—The assessment committee holds its meeting for hearing objections before the 1st October, and of this meeting not less than sixteen days' notice must be given. Objections may be made by any one who feels himself aggrieved—(*a*) by reason of the unfairness or incorrectness of the valuation of any hereditament; or (*b*) by reason of the insertion or incorrectness of any matter in the list; or (*c*) by reason of the omission of any matter therefrom; or (*d*) by reason of the list not having been transmitted by the overseers to the committee in accordance with the statutory requirements. Notice of objection by any person other than the surveyor of taxes and over-

Third Schedule showing the several Classes into which the Hereditaments inserted in a Valuation List under this Act are to be divided.

Class.	Maximum Rate of Deductions.
	Per Cent. or Proportion.
1. Houses and buildings, or either of them, without land other than gardens, where the gross value is under £20	25 or $\frac{1}{4}$th.
2. Houses and buildings without land other than gardens and pleasure grounds valued therewith for the purpose of inhabited house duty, where the gross value is £20 and under £40	20 or $\frac{1}{5}$th.
3. Houses and buildings without land other than gardens and pleasure grounds valued therewith for the purpose of inhabited house duty, where the gross value is £40 or upwards.	16$\frac{2}{3}$ or $\frac{1}{6}$th.
4. Buildings without land, which are not liable to inhabited house duty, and are of a gross value of £20 and under £40	20 or $\frac{1}{5}$th.
5. Buildings without land, which are not liable to inhabited house duty, and are of a gross value of £40 or upwards	16$\frac{2}{3}$ or $\frac{1}{6}$th.
6. Land with buildings not houses	10 or $\frac{1}{10}$th.
7. Land without buildings	5 or $\frac{1}{20}$th.
8. Mills and manufactories	33$\frac{1}{3}$ or $\frac{1}{3}$rd.
9. Tithes, tithe commutation rentcharge, and other payments in lieu of tithe	To be determined in each case according to the circumstances and the general principles of law.
10. Railways, canals, docks, tolls, waterworks, and gasworks	
11. Rateable hereditaments not included in any of the foregoing classes.	
The maximum rate of deductions prescribed in this schedule shall not apply to houses or buildings let out in separate tenements, but the rate of deductions in such cases shall be determined as in Classes 9, 10, and 11.	

seers must be given before the expiration of twenty-five days after the list is deposited; and though it may relate to more than one hereditament, it must specify the correction which the objector desires to be made. After revision of the list it must be re-deposited, and a day appointed by the committee for hearing objections to the alterations. The notice by the overseers of the re-deposit states the times at which and the mode in which objections are to be made; but an objector must remember that he must give seven days' notice of such objections. The list is to be finally approved by the committee before the 1st November, one duplicate being sent to the clerk of the London County Council and another to the overseers. On receiving their duplicate the overseers immediately deposit it in the place where the rate books of the parish are kept, and publish notice of the deposit and of the time and mode of making appeals, and of the grounds on which an appeal is allowed to be made.

Returns from owners and occupiers, of a nature to those made under the Income Tax Acts, may be required by the overseers, the same to be delivered by each ratepayer within twenty-one days after the service upon him of a notice and



Photo: Russell, London

GUGLIELMO MARCONI was born at Bologna, where he carried out his early experiments with wireless telegraphy. The principle was first tested in England between Penarth and Weston, and in 1899 he established wireless communication between France and England. His system is now used by Lloyd's, the principal shipping companies, and the British Navy, and has brought its inventor many honours.

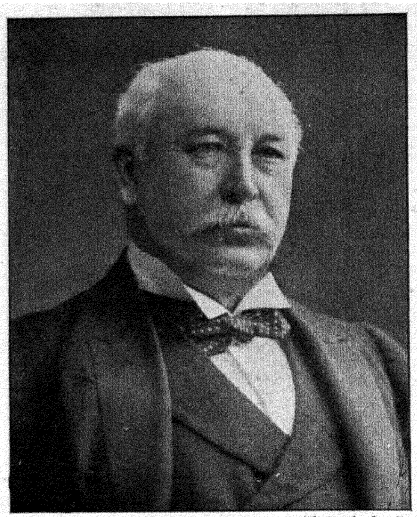


Photo: Lafayette

C. W. MACARA is the Chairman of Committee of International Federation of Master Cotton Spinners' and Manufacturers' Associations, and President of the English Federation of Master Cotton Spinners' Associations. He is Managing Director of Henry Bannerman & Sons, Ltd., and the Bannerman Mills Co., Ltd., and one of the most influential figures in the cotton world.

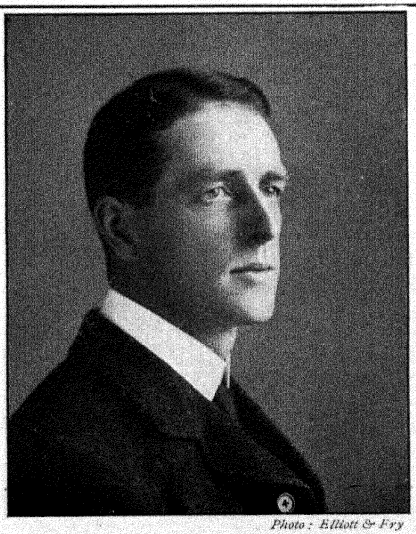


Photo: Elliott & Fry

A. A. BOOTH was Chairman of the Cunard Shipping Co. at the early age of thirty-seven. He is a member of the firm of Alfred Booth & Co. of Liverpool, London, and New York, and a Director of the Booth Steamship Co. He joined the Cunard Board in 1901, and later succeeded Mr. William Watson in the position he now holds.

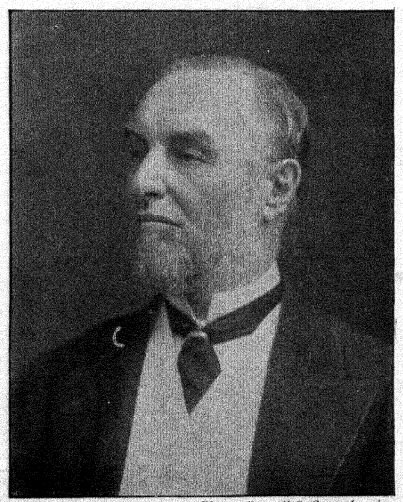


Photo: Russell & Sons, London

SIR FREDERICK THORPE MAPPIN, Bart., born 1821. Master Cutler of Sheffield 1855, Mayor of Sheffield 1877–78. Chairman of Thomas Turton & Sons, Ltd., of Sheffield, was Director of the Midland Railway Co., and is Chairman of Sheffield Gas Co. Was a Juror at the Paris Exhibition 1878.

form. And an assessment committee has power to order an owner or occupier of any hereditament to send a return of all or any of the following things, viz. :—(*a*) The rent receivable or payable by him (as the case may be) for such hereditament; (*b*) the person entitled to any tithe rentcharge charged thereon and of its amount, and of the several persons by whom any tithe rentcharge is paid to him, and of the amounts paid by each such person; and (*c*) any other particulars respecting such hereditament as are required for the due execution of the law. The order must be obeyed within fourteen days after service thereof, or, in case of refusal or neglect, a penalty will be incurred.

Principle of valuation.—This is found on reference to section 1 of the Parochial Assessments Act, 1836, which defines the net annual value of rateable hereditaments in the following words :—"No rate for the relief of the poor in England and Wales shall be allowed by any justices, or be of any force, which shall not be made upon an estimate of the net annual value of the several hereditaments rated thereunto; that is to say, of the rent at which the same might reasonably be expected to let from year to year, free of all usual tenants' rates and taxes, and tithe commutation rentcharge, if any, and deducting therefrom the probably average annual cost of the repairs, insurance, and other expenses, if any, necessary to maintain them in a state to command such rent." This definition should be compared with that contained in the Metropolis (Valuation) Act, 1862, set out above on page 54. Perhaps the best way to illustrate the working out of this principle in practice will be to follow the lines of a set of actual instructions given by a Board of Guardians to the overseers in its union. These instructions must not, however, be taken as absolutely correct at the present time in all details, for many of the examples referred to therein are really matters for special valuation, and, accordingly, one or two of the "rules of thumb" must be taken more as indications than as fixed rules. To Mr. F. C. Hett, Clerk to the Guardians of the Glanford Brigg Union, in Lincolnshire, who presented these instructions to the Royal Commission, is due the credit of their original preparation. They have, however, been freely adapted for this work.

Speaking generally, real property of every kind is now assessable to local rates upon the "net annual value," as determined by the valuation list in force, and as the statute also requires that the "gross estimated rental" shall be inserted in the valuation list, it is necessary, in valuing property for rating purposes, to clearly apprehend the meaning of these two terms. Put shortly, the rateable value of any property let at a reasonable rent is *the clear annual sum which the landlord puts into his pocket for his own use.*

It follows that if property is let at a reasonable *rent, such rent* will form the proper basis of assessment, but it does not follow that such rent is to be taken as the "gross estimated rental." Take for example three houses A, B, and C, structurally equal and in all other respects of equal value, for the purpose of local rates. Assume that the repairs and insurance of each house cost £9 a year, that the local rates amount to £7, 10s., and that the rents are reasonable rents. The owner lets house A for £60 a year, and agrees to repair, insure, and pay the tenant's rates; he lets house B for £52, 10s., and agrees to repair and insure, but the tenant pays his own rates; he lets house C for £43, 10s., the tenant undertaking to keep in repair and insure, and pay the tenant's rates. Yet it is obvious that the gross estimated rental and rateable value of each of these houses ought to be the same. And so, indeed, they will be found to be, taking in each case the rent paid as the basis of the assessment, as the following calculations clearly illustrate :—

	£	s.	d.	
House A—Rent received by landlord, .	60	0	0	
Deduct tenant's rates, because paid by landlord, . .	7	10	0	
	52	10	0	Gross estimated rental.
Deduct repairs and insurance,	9	0	0	
Net amount received by landlord, . . .	43	10	0	Rateable value.
House B—Rent received by landlord, .	52	10	0	Gross estimated rental.
Deduct repairs and insurance,	9	0	0	
Net amount received by landlord, . . .	43	10	0	Rateable value.
House C—Rent received by landlord, .	43	10	0	
Add repairs and insurance, because paid by tenant, .	9	0	0	
	52	10	0	Gross estimated rental.
Deduct repairs and insurance,	9	0	0	
Net amount received by landlord, . . .	43	10	0	Rateable value.

Applying these principles where a property is let, there is little difficulty in determining the correct gross estimated rental, provided it is borne in mind that the rent actually paid is not necessarily assumed to be a *reasonable* one. For example, a small farm let to a working man at a rental a fourth higher than that paid by his neighbours. The man makes both ends meet, because he works on the farm himself. But it may be that he is paying to his landlord not only a reasonable rent, but also a portion of what ought to be his own profit as a tenant. But tenants' profits are not rateable ; therefore the gross estimated rental should not be more than three-fourths of the rent. On the other hand, a landlord may let a farm to a relative at, say, a fourth less rent than that usually paid for similar farms in the parish. In such a case the gross estimated rental should be a fourth higher than the rent. Again, the nominal rent paid to a brewer or spirit merchant for a public-house, *the occupier being bound to purchase beer or spirits from his landlord*, could not be taken as any indication of the annual value. In such case it must be considered what the house would let for as a free public-house. But where property is in the occupation of the owner there is often greater difficulty, and, consequently, such property is frequently much under-assessed. As to land so occupied, the overseer's knowledge of the general value of land in the parish will no doubt enable him to assess it satisfactorily. But where buildings are so occupied his task will be less easy. If he can find similar property let to a tenant in the parish or immediate neighbourhood, he may, by comparing the two, arrive at a proper assessment. If, however, no such means of comparison exist, it will be necessary to find some other basis of value, and he may consider what rent the occupying owner would probably give for a building if it belonged to some one else, and if in all other respects the owner's position remained unchanged. Take

as an instance the owner of extensive estates with a large mansion in the centre. Suppose the ownership of the estates to remain unchanged, but that the mansion became the property of another. What rent might the owner of the estates be then expected to pay for the mansion? Or one may estimate the present structural value of the building, and make the capital value so arrived at the basis of assessment, the percentage to be placed upon such capital value to ascertain the annual value depending on the nature of the building and its locality. For example, a new house which has cost £2000 to build would probably not be worth to let in a village more than £60 a year, or 3 per cent. upon the structural value, in addition to the annual value of the site, whereas the same outlay in the main street of a good town would probably obtain a return in the shape of rent of from £100 to £140. The above observations as to occupying owners equally apply where properties which are to be assessed separately are held at one rent under the same landlord, as in the case of a farm comprising (*a*) a farmhouse, (*b*) farm buildings, and (*c*) arable, meadow, and pasture land.

Practical rules observed in ascertaining the gross estimated rental.—*Of land.*—The arable, meadow, and pasture land in a parish is generally valued separately from any adjoining buildings. Where land is subject to tithes the apportioned sum must be deducted from the amount fixed as the reasonable rent to ascertain the gross estimated rental. Thus, if a close of land might reasonably be expected to let for £15 a year, and it is subject to tithe rent-charge amounting to £3 a year, the gross estimated rental will be £12 only, as the £3 a year will be included in the total amount of tithe assessed on the tithe owner. No land is considered as *arable* land unless it is actually under cultivation by the plough, and no commons or warrens are considered as *meadow* or *pasture* land. All garden, yard, or other land (not being arable, meadow, or pasture, as above defined) should be assessed according to its value in the locality in which the land is situate. And where land is used in conjunction with buildings, the overseer should add what he estimates to be the gross annual value of the land, or "surface rent" as it may be called, to the annual value of the buildings, to arrive at the gross estimated rental of the whole. *Of dwelling-houses and their appurtenances.*—Every dwelling-house with its outbuildings, yards, gardens, and other appurtenances should be separately valued, and form a separate item in the valuation list. *Of other buildings.*—Every building of whatever description, not being a church, chapel, or other building *exclusively* appropriated to, and duly certified as, a place of public religious worship, must be brought into assessment. If any schoolroom or other place, although attached to a building certified as a place of public religious worship, be used for lectures, classes, or any purpose other than as a Sunday school or for religious worship, such schoolroom or other place must be assessed in the valuation list. The gross estimated rental of public elementary schools may be calculated according to the number of school places such schools are built to accommodate. This assessment will include the playgrounds, but not masters' houses or gardens. In the case of warehouses and other buildings which are not subject to any unusual wear and tear, if resort has to be made to the structural value an assessment at from 3½ to 5 per cent. upon such value, in addition to the estimated surface rent of the land occupied with them, would be fair and reasonable. With regard to windmills, foundries, workshops, and other buildings containing machinery, all such machinery as is essentially necessary to the business carried on and is permanently fixed to the freehold should be assessed. The assessment could fairly be from 6½ to 7 per cent. on the structural value of the buildings and machinery, if the landlord insures and keeps in repair, in addi-

tion to the estimated surface rent. *Of tithe commutation rentcharge.*—The occupier of land which is subject to tithes practically pays rent in two portions and to two persons, the one being the owner of the *land,* and the other the owner of the *tithe,* but the occupier is rateable only in respect of the rent he pays the landlord, the tithe owner being rateable in respect of the tithe. The gross tithe rentcharge payable to the tithe owner, according to the average of the preceding year, should be taken as the gross estimated rental of such tithe. *Of railways.*—The public railways in a parish are assessed upon the principles laid down by the Railway Commissioners. Following the general principle that the rateable value of hereditaments is derived from the rent which a tenant would pay upon a yearly tenancy, the portion of railway falling to be rated in each parish is fixed upon the basis of a rent which a hypothetical tenant might be expected to pay for that portion of railway. Admittedly such a tenancy is practically impossible. There is no element of competition which would enable a judgment to be formed as to a fair rental value, as in the case of a farm, house, or shop, and the only guide for the assessment is the traffic carried and the profit earned. From this it has arisen that in railway, gas, and water assessments alone the profit earned is taken as the basis of calculation, and the whole profit beyond the dry interest on an assumed tenant's capital and an allowance for tenant's profits is attributable to a hypothetical rent and therefore to rateable value. The effect of this system of calculating a rent backwards from profits is alleged to raise the railway assessment far above that of any other kind of property assessed upon the ordinary basis of rental value. All additional or branch lines not already assessed are included in the new list, and if a station has been enlarged, or new buildings or sidings added, a reassessment of the property is made. Where a private railway exists, and the owner charges a way-leave rent for the passage of minerals over it, the moneys received are, in effect, a rent for the use of the line, and the owner must be assessed accordingly. But the person paying such way-leave will be entitled to a corresponding deduction from his own assessment, provided the assessment is based upon an assumed royalty. Where the owner uses the railway for the haulage of his own minerals from another parish, he must be assessed also in respect of what he would receive for such haulage had such minerals belonged to another owner. *Of gas and waterworks.*—The calculations upon which the assessment of such properties as these are usually based are extremely intricate, but a sufficiently correct valuation may generally be made by adding to the estimated surface rent not less than 6 per cent. upon the structural value of the buildings, retorts, and machinery. The mains and services are rateable in the several parishes in which they lie. In assessing them, the capital expended in laying the mains should be estimated, and the gross estimated rental calculated at from 5 to 6 per cent. upon the outlay. *Of quarries, and gravel, chalk, and clay pits.*—Such property is usually let at a surface rent per acre, and a rent of so much per ton or per yard (generally called a royalty) on the output. As to clay pits, where the clay is used for making bricks or tiles, the royalty is usually fixed at so much per 1000 bricks—1000 bricks being equivalent to $3\frac{1}{2}$ cubic yards of clay. The royalty may in all cases be calculated on the output of the previous year. Buildings and machinery used only for getting the minerals are not assessed. Land let with a quarry or pit, but used for any purpose other than the getting of the minerals, is separately assessed, according to the use to which it is put. *Of brickfields.*—In addition to the assessment on the clay pits, a brickyard, with its buildings and fixed plant, may be conveniently assessed upon the basis of the number of holes in the kilns, and the extent of

fixed shedding available. *Of markets and fairs, fisheries, tolls, and ferries.*—These and other concerns of a like nature in the parish are included in the list. They are all assessable, whether in the hands of the owner or let to a tenant, upon the general principles above indicated. *Of telephone and telegraph posts and wires.*—The Government telegraph posts and wires are only assessed at the sums at which they are assessed in the valuation lists in force, these sums having been agreed to by the Treasury. All other telegraph and telephone posts and wires are liable to be rated, and should be included in the valuation list. *Of advertising stations.*—All advertising stations and hoardings are rateable, and should be assessed at the sum at which they may reasonably be expected to let. Land used temporarily or permanently for the exhibition of advertisements, or for the erection of any structure used for the exhibition of advertisements, is rateable according to the value of such use.

As to the deductions to be made from the gross estimated rental to determine the rateable value.—All rates and assessments *charged upon and paid by the landlord* are proper deductions. The principal deduction in most cases, and generally the only deduction, is for repairs, insurance, and renewals; these are made in accordance with some such scale as the following:—

On Land	2s.	in the £
On Houses	3s.	„
On Mills, Foundries, Gasworks, and other Properties, in which there is much wear and tear, or in which the machinery is assessed	4s. to 5s.	„
On Railway Stations, Buildings, and Sidings	4s.	„
On Blast and Smelting Furnaces, and Kilns of every description	6s. 8d.	„
On other buildings	3s.	„
On Gas and Water Mains, and Services	3s.	„
On Royalties	1s.	„
On Sporting Rights	1s.	„
On Rateable Hereditaments not included under any of the foregoing heads	according to circumstances.	

For the purpose of calculating the deductions for repairs, &c., the tithe (if any) is added to the gross estimated rental.

Appeals.—*Against Poor Rate.—In the Metropolis.*—It has already been noted that an aggrieved ratepayer has the right to object to an item in the valuation list on two occasions—the first on the deposit of the new list, the second on its re-deposit as altered. If his grievance is even yet not satisfied he has the right to appeal to sessions. There are two sessions—special and quarter. To the special sessions he can proceed when his only requisition is for the alteration of the value of some hereditament as assessed in the list. To the quarter sessions he may appeal if he feels aggrieved by reason—(1) Of the total of the gross value of any parish being too high or too low; (2) of the total of the rateable value of any parish being too high or too low; or (3) of there being no approved valuation list for some parish. Due notice of the time and place at which these sessions will be held is periodically published. And the appellant must give written notice of appeal, where it is to special sessions, on or before the 21st November in the year in which the list is made, and where the appeal is to quarter sessions, on or before the 14th January in the ensuing year. The notice must specify the correction which the appellant desires to make in the list, and he may include more than one hereditament in the same list. It must in all cases be served on

the clerk to the assessment committee which approved the list questioned in the appeal, and unless the appeal relates only to the rateable value of a hereditament, on the surveyor of taxes of the district to which the appeal relates. And it should be also noticed with regard to service, that—(*a*) Where the appeal relates to the unfairness or incorrectness of the valuation of, or to the omission of a hereditament occupied by any person other than the appellant, or to the incorrectness of any matter stated in the list with respect to any such hereditament, then notice should be served on that person; and (*b*) if an assessment committee or a surveyor of taxes is the appellant, then it should also be served on the overseers of the parish to which the appeal relates. There is no further appeal, that is to say to the High Court, except on a point of law to be taken on the facts of the case as stated in a special case, agreed upon by the parties or settled by order of a High Court Judge.

Elsewhere, an appeal may be prosecuted before a special or quarter sessions, provided the appellant gives twenty-one days' previous written notice to the assessment committee, stating in the notice the grounds of the appeal; and a fourteen days' similar notice to the Parish Council. But no one can appeal unless he has previously made due objection to the list, in respect of the subject of the appeal, and has failed to obtain the relief he thinks just. At a special sessions the only matters into which the justices have jurisdiction to inquire are the true value of the hereditaments the subject of the appeal, and the equality and fairness of the amount at which they have been rated; they cannot inquire into the liability of any hereditaments to be rated. Their decision is binding and conclusive on the parties, unless the party infringing it gives to the other fourteen days' written notice of appeal therefrom to quarter sessions and enters into a recognizance for costs. The notice should specify the matter or cause of the appeal. A quarter sessions has jurisdiction to hear appeals from a special sessions; but, apart from such appeals, it has an original jurisdiction to hear appeals direct from an assessment committee where the appellant is aggrieved by any poor rate or assessment, or has a material objection to any person being put on or left out of such rate or assessment, or to the sum charged on any person therein. There is a further appeal to the High Court on a point of law.

Borough Rate.—There is an appeal to the local recorder or quarter sessions by the overseers, if they think their parish is aggrieved by the rate on account of the proportions assessed as the contributions of the respective parishes being unequal, or on account of any other just cause or complaint.

County Rate.—And so is there an appeal to quarter sessions against this rate. It may be prosecuted by any overseer or other person charged with the collection and levy of the rate in any parish or place, or by any inhabitant. The appellant would proceed because he has reason to think that the parish or place is aggrieved by the basis or standard—whether on account of some one or more of the parishes being without sufficient cause omitted from the basis or standard; or on account of the parish being rated on a sum beyond the full and fair annual value of the property therein liable to the county rate; or on account of some other parish being rated at less than its full and fair annual value.

RECEIPT.—A written memorandum acknowledging a receipt, deposit, or payment of money, or a security for money, in satisfaction and discharge of some debt or demand. So long as its meaning is clear no particular words are essential to its validity. Writing is necessary, and it would seem that the written receipt should be delivered to the debtor or his agent. A signed memorandum in the creditor's own books or possession would not operate as a receipt. For the purposes of the Stamp Acts, the expression

"includes any note, memorandum, or writing whereby any money amounting to £2 or upwards, or any bill of exchange or promissory note for money amounting to £2 or upwards, is acknowledged or expressed to have been received or deposited or paid, or whereby any debt or demand, or any part of a debt or demand, of the amount of £2 or upwards, is acknowledged to have been settled, satisfied, or discharged, or which signifies or imports any such acknowledgment, and whether the same is or is not signed with the name of any person."

As evidence of payment.—A receipt is in general only *primâ facie* evidence of payment. It is perfectly clear law that, notwithstanding a receipt in full has been given by a creditor to his debtor, either of the parties may at any time, even when the creditor is suing the debtor, prove that the money has in fact never been paid, and that the document is not in fact what it purports to be (*Bowes* v. *Foster*). A receipt is always open to explanation and controlling proof (*Wallace* v. *Kelsall*; *Henderson* v. *Wild*). And the creditor may contend, in order to invalidate the receipt, that it was given through the fraud of the debtor, or signed by mistake or surprise (*Farrar* v. *Hutchinson*; *Scaife* v. *Jackson*; *Cesarini* v. *Ronzani*). Under some circumstances, however, a receipt is *conclusive evidence* of the payment thereby acknowledged. Where for example the receipt has been used for the purpose of influencing third parties, the creditor cannot repudiate it as against such a party. Nor can he against third parties, if a receipt of its particular nature is generally used to influence others. Thus a man acknowledges that he has received a sum of money from a broker and credits him with his principal to that amount, he cannot afterwards, as between himself and the principal, say that the broker never paid him. Wherefore, as between assured and underwriter, the policy of insurance is conclusive evidence of the receipt of the premium by the underwriter (*Dalzell* v. *Mair*); but no such receipt is a bar to an action for the premium by the underwriter against the broker, for it is well known that running accounts are kept between these parties. *For rent.*—A receipt for the last year's or quarter's rent is *primâ facie* evidence of the payment of all the rent previously accrued.

Stamps.—Receipt given for, or upon the payment of, money amounting to £2 or upwards, 1d.

Exemptions.—1. Receipt given for money deposited in any bank, or with any banker, to be accounted for and expressed to be received of the person to whom the same is to be accounted for. 2. Acknowledgment by any banker of the receipt of any bill of exchange or promissory note for the purpose of being presented for acceptance or payment. 3. Receipt given for or upon the payment of any parliamentary taxes or duties, or of money to or for the use of her Majesty. 4. Receipt given by an officer of a public department of the State for money paid by way of imprest or advance, or in adjustment of an account, where he derives no personal benefit therefrom. 5. Receipt given by any agent for money imprested to him on account of the pay of the army. 6. Receipt given by any officer, seaman, marine or soldier, or his representatives, for or on account of any wages, pay or pension, due from the Admiralty or Army Pay Office. 7. Receipt given for any principal money or interest due on an exchequer bill. 8. The name of a banker (whether accompanied by words of receipt or not) written in the ordinary course of his business as a banker upon a bill of exchange or pro-

missory note duly stamped, or the name of a payee written upon a draft or order, if payable to order, will not constitute a receipt chargeable with duty. 9. Receipt given upon any bill or note of the Bank of England or the Bank of Ireland. 10. Receipt given for the consideration money for the purchase of any share in any of the Government or Parliamentary stocks or funds, or in the stocks and funds of the Secretary of State in Council of India, or of the Bank of England, or of the Bank of Ireland, or for any dividend paid on any share of the said stocks or funds respectively. 11. Receipt indorsed or otherwise written upon or contained in any instrument liable to stamp duty, and duly stamped, acknowledging the receipt of the consideration money therein expressed, or the receipt of any principal money, interest, or annuity thereby secured or therein mentioned (or any instalment—*Orme* v. *Young*). 12. Receipt given for any allowance by way of drawback or otherwise upon the exportation of any goods or merchandise from the United Kingdom. 13. Receipt given for the return of any duty of customs upon a certificate of over entry.

General provisions.—The duty upon a receipt may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the receipt is given before he delivers it out of his hands. A receipt given without being stamped may be stamped with an impressed stamp upon the terms following; that is to say—

(1) Within 14 days after it has been given, on payment of the duty and a penalty of £5; (2) after 14 days, but within one month after it has been given, on payment of the duty and a penalty of £10; and shall not in any other case be stamped with an impressed stamp. A fine of £10 is incurred by any one who—(1) Gives a receipt liable to duty and not duly stamped; or (2) in any case where a receipt would be liable to duty refuses to give a receipt duly stamped; or (3) upon a payment to the amount of £2 or upwards gives a receipt for a sum not amounting to £2, or separates or divides the amount paid with intent to evade the duty.

RECEIVER.—This term is applied to an independent and impartial person who is appointed to collect and receive the rents and profits of land, or the produce of personal estate or other things, where such are in dispute between parties claiming to be entitled thereto, or some party interested therein is incompetent or precluded by law from doing the acts performed by the receiver. Generally, a receiver is appointed by the Court in the matter of some action before it. But there is an important exception to this rule in regard to MORTGAGES, for a mortgagee, under certain circumstances, has a statutory right to appoint a receiver without recourse to the Court. A receiver appointed by the Court is in the position of an officer of the Court, and must accordingly act in pursuance of the directions of the Court. But a receiver privately appointed in respect of mortgaged property is the agent of the mortgagor. The object of appointing a receiver is generally to collect the income of the property until the rights to the property which may be in dispute have been finally determined, or until some encumbrance has thereby been paid off. In an action for the dissolution and winding up of a partnership for example, the parties usually apply at the commencement of the action for the appointment of a receiver until trial of the action or their respective rights have otherwise been adjusted or agreed upon. By this means the possession of the assets of the partnership passes into the hands of an indifferent person and are so dealt with and retained by him until the disputant partners have settled their difference or the partnership is dissolved

and wound up. And so the holder of a mortgage debenture, the principal or interest of which is in default, applies to the Court for the appointment of a receiver. When appointed, the receiver is entitled to receive or recover the whole or a competent part of the principal and interest moneys from time to time payable to the company upon, or in respect of their registered securities, until the principal and interest due on all the debentures issued by the company, together with all costs, including the reasonable and proper charges of the receiver, shall have been fully paid. In such a case the moneys received are to be applied, first to payment of costs, and afterwards to the discharge and payment of all interest, or principal and interest, as the case may be, upon the mortgage debenture; and after such costs, interest, or principal and interest have been fully paid, the power of the receiver will cease. As a general rule a receiver is entitled to payment of all his costs and expenses in priority to the costs of the parties to the proceedings, and next after the costs and expenses of the collection of the income or the realisation of the property. If he is himself a party to the proceedings then he is not, as a rule, allowed any costs. In all other cases the costs to which he is entitled will depend upon the difficulty or otherwise of the collection of the assets in the particular case, the normal remuneration allowed being 5 per cent. on the gross amount of the receipts. In many cases, however, he is remunerated by salary. A receiver is also appointed for the purposes of an EQUITABLE EXECUTION. And *see* OFFICIAL RECEIVER.

RECEIVING.—It is a felony to receive property, the stealing, taking, extorting, obtaining, embezzling, or otherwise disposing whereof amounts to a felony, either at common law or by virtue of the Larceny Act, 1861, knowing the same to have been feloniously stolen, taken, extorted, obtained, embezzled, or otherwise disposed of. And it may be either a felony or misdemeanour, according to the circumstances of the case, for any one, without lawful excuse, to receive or have in his possession any property stolen outside the United Kingdom, knowing the property to have been stolen. If the stealing or otherwise obtaining the goods originally amounted to a misdemeanour, then the offence of recovering will itself be only misdemeanour.

RECONSTRUCTION of a company is a method frequently adopted in order to extend or alter its objects or to obtain further working capital. Unless the company has power under its memorandum to sell all its assets as a going concern to another company, and to take payment therefor in cash or shares, a reconstruction is only possible in accordance with the provisions of the Companies Consolidation Act, 1908. These sections are set out below. It may be remarked, however, in connection therewith, that a shareholder who neither assents nor dissents to a proposed reconstruction may obtain no share in it when effected; but no shareholder is compelled to accept a reconstruction scheme, for he then has the right to abandon his shares in the reconstructing company; nor is he bound to accept shares in the new company and thereby incur, if they are issued only partly paid up, a liability for calls thereon.

The company to be reconstructed must first go into liquidation. Then when it is in the course of being wound up altogether voluntarily, and the whole or a portion of its business or property is proposed to be transferred or sold to

another company, the liquidators (with the sanction of a special resolution of the reconstructing company, conferring either a general authority upon them, or an authority in respect of any particular arrangement), may receive in compensation or part compensation for such transfer or sale shares, policies, or other like interests in the other company, for the purpose of distribution amongst the members of the reconstructing company, or they may enter into any other arrangement whereby the members of that company may, in lieu of receiving cash, shares, policies, or other like interests, or in addition thereto, participate in the profits of or receive any other benefit from the purchasing company. Any sale made or arrangement entered into by the liquidators in pursuance of this section is binding on the members of the reconstructing company; subject, however, to this proviso, that if any member of the reconstructing company who has not voted in favour of the special resolution passed by his company at either of the meetings held for passing it expresses his dissent from any such special resolution in writing addressed to the liquidators or one of them, and left at the registered office of the company not later than seven days after the date of the meeting at which such resolution was passed, he may require the liquidators to do one of certain things as they may prefer. These things are: either to abstain from carrying the resolution into effect; or to purchase the interest he holds at a price to be determined in manner hereinafter mentioned, such purchase-money to be paid before the company is dissolved, and to be raised by the liquidators in such manner as may be determined by special resolution. No special resolution is invalid for the purposes of this section by reason that it is passed antecedently to or concurrently with any resolution for winding-up the company, or for appointing liquidators; but if an order is made within a year for winding-up the company by or subject to the supervision of the Court, the resolution is not valid unless sanctioned by the Court. *The price* to be paid for the purchase of the interest of any dissentient member may be determined by agreement. If, however, the parties dispute about it the dispute must be settled by arbitration, and for the purposes of the arbitration the provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration, are incorporated with the Companies Acts. *See* LIQUIDATION.

RECOVERY OF SMALL TENEMENTS.—Special summary proceedings are available to a landlord who desires to effect the EJECTMENT of a tenant of premises which are let at a rent not exceeding £50 per annum. He may proceed either in a county court, or, if the rent does not exceed £20, in a court of summary jurisdiction. **The County Court.**—The procedure varies somewhat according to whether possession of the premises is required because the term has expired or been determined by notice, or because the tenant has made default in payment of the rent. *Where term expired or been determined by notice.*—For the County Court to have jurisdiction it is necessary that neither the value of the premises nor the rent exceeds £50 per annum, and that no fine or premium has been paid. When the term or interest of the tenant of such premises has expired, or has been determined either by the landlord or tenant by notice to quit, and the tenant, or some person claiming under him, neglects or refuses to give up possession, the landlord can take out a summons in the County Court against the tenant or such other person for the recovery of the premises. And he can also claim in the same summons rent or mesne profits, or both, down to the day appointed for the hearing, or to any preceding day named

therein, so long as the claim does not exceed £50. On the hearing of the summons the judge will order that possession be given by the defendant to the plaintiff, either forthwith or on or before such day as the judge thinks fit to name. But such an order will be made only if the defendant does not, at the hearing, show good cause to the contrary; and upon proof of his still neglecting or refusing to give up possession; and of the yearly value and rent of the premises; and of the holding; and of the expiration or other determination of the tenancy, with the time and manner thereof; and of the title of the plaintiff, if such title has accrued since the letting of the premises; and of the service of the summons, if the defendant does not appear thereto. *For non-payment of rent.*—In such a case the County Court has jurisdiction where "neither the value of the premises nor the rent payable in respect thereof" exceeds £50 per annum. The landlord can take out a summons, which stands in lieu of any formal demand or re-entry, for the recovery of possession when the rent of the premises for one half-year is in arrear, and the landlord has right by law to re-enter for its non-payment. If the tenant pays into Court, five clear days before the return day of the summons, all the rent in arrear and the costs, the action will cease. But if he does not make such payment, and does not at the hearing show good cause why the premises should not be recovered, then, on certain proof being furnished by the landlord, the latter can obtain an order for possession. This possession may be ordered by the judge to be given on or before some day he thinks fit, not less than four weeks from the day of hearing, unless within that period all the rent in arrear and costs are paid into Court. The landlord must be prepared at the hearing with proof of—the yearly value and rent of the premises; and of the fact that one half-year's rent was in arrear before the summons was issued; and that no sufficient distress was then to be found on the premises to countervail such arrear; and of his power to re-enter; and of the rent being still in arrear; and of his title if it has accrued since the letting of the premises; and of the service of the summons if the defendant does not appear thereto. The order for possession is made effective by the issue of a warrant to a bailiff of the Court to give possession to the plaintiff. *Generally.*—A sub-tenant served with a summons to recover possession must give notice to his immediate landlord, who may come in and defend.

A court of summary jurisdiction can entertain proceedings for ejectment in cases where the interest of the tenant in the premises is that of a tenant at will, or for any term not exceeding seven years without rent, or at a rental not exceeding £20 per annum without a fine having been reserved, provided his interest has been determined by legal notice to quit. Then if the tenant refuses to give up possession, the landlord or his agent should serve him with a written notice according to a prescribed form, signed by either one of them, informing him that application for possession will be made to the magistrates at the expiration of seven clear days from the service of that notice. On the hearing the magistrates may order possession within some period not less than twenty-one or more than thirty clear days from the date of the warrant.

RE-EXCHANGE.—The sum of money payable by the holder of a dishonoured foreign bill of exchange, which is equivalent to the current sight

exchange on the amount of the bill at the place of its presentation, upon the place at which it was drawn or indorsed. This sum is ascertained by the broker or agent who has presented the bill on behalf of its holder, and is set out in a Certificate of Re-exchange. The certificate is forwarded to the holder, accompanied by a Re-exchange Account which enumerates the expenses of the dishonour—*e.g.* the cost of the protest, brokerage on redraft, stamp on latter, postages, and agent's commission. The holder is then in a position to charge the total sum to the defaulting payee. The term is also used to denote the new bill, if any, drawn to replace the dishonoured one. *See* FOREIGN BILLS AND EXCHANGE.

REFEREES, COURT OF, is composed of the Chairman of Ways and Means and not less than three other persons appointed by the Speaker. It was established in 1864, and its jurisdiction relates to Private Bills in the House of Commons. A person who desires to lodge a petition against such a bill must first satisfy the Court that he has a *locus standi*, that is to say that he will be affected by some power contained in the bill he proposes to petition against. Thus for example if a private bill gives power for land to be taken compulsorily for the purpose of sewage works, the owners, lessees, and occupiers of property, within certain limits, will have a *locus standi* to petition and oppose the bill.

REGISTERED POST.—By pre-payment of a registration fee, in addition to the postage, it is possible to secure compensation in the event of loss or damage to a postal packet during its transit through the post. The compensation can in no case exceed the value of the article lost or of the damage sustained; and, subject to that condition, it will be strictly in accordance with the fee paid and the amount of damage done, no matter what the original total value of the contents of the packet may have been. The lowest registration fee is 2d., which secures compensation to the amount of £5; and the fee may be increased, with proportionate compensation, to 1s. 2d., which covers £120. Great care must be taken to comply with the rules relating to posting and packing, and also to the conditions under which compensation may be claimed. For example, the packet must only contain articles which can lawfully be sent through the post; it must be marked with the word "registered" and with the amount of the fee proper to the value up to which the sender desires to secure compensation; it must be handed in at a post office, and a certificate of posting obtained; and application for compensation should be made within seven days after the date on which the packet was posted. *See* POST OFFICE.

REGISTRATION OF PLUMBERS.—It is commonly recognised that considerable mortality and a vast deal of ill-health, as well as many domestic discomforts, are due to defective and insanitary plumbing work; and there is, consequently, a consensus of public, official, and professional opinion, as to the desirability of bringing plumbers under statutory regulation and control, analogous to that obtaining in the case of other occupations bearing directly on the health of the public. Such regulations are generally regarded as a necessary link in the chain of sanitary security. The necessity increases in urgency in view of the aggregation of town populations rendering the work of the plumber more and more difficult and complex, and consequently requiring that plumbers should be more efficiently trained in the art of plumbing, and

such knowledge of sanitary appliances and their proper construction and adjustment as to prevent contamination of water and air in dwelling-houses and other buildings by emanations from drains and sewers.

In 1883 the subject was discussed purely as a medical question at a meeting of the British Medical Association, and again debated in 1884 by the Congress of Sanitary Authorities and Plumbers held at the International Health Exhibition, and steps were taken for carrying out this object.

Between 1884 and 1889 a national organisation was formed, composed of public representatives and plumbers, to carry out the examination and registration of plumbers and encourage the technical instruction of plumbers' apprentices.

In 1889, at the suggestion of the President of the Local Government Board (Mr. C. T. Ritchie, M.P.), a special communication was addressed to local sanitary authorities on the subject, and these as well as the chief medical authorities of the kingdom publicly expressed their approval of the system adopted. It has operated so successfully in practice that the majority of the best known practical plumbers in many districts are already registered, and the system is supported by the plumbers throughout Great Britain and Ireland. In 1891 the International Congress of Hygiene recommended that application should be made to Parliament for placing the voluntary system on a statutory basis. Accordingly, in 1892, a bill was introduced into Parliament with that object, and was favourably reported on by a Select Committee. From 1892 to the present time other bills have been introduced supported by the Local Government Boards of the various governments, and have passed second reading by increased majorities, referred to and amended by the Standing Committee on Trade. This bill had the support of the Local Government Board in committee and on the report stage, but as a private members' bill it failed to obtain further progress.

The objects of the National Registration of Plumbers may thus be summarised :—(1) To elevate by training in workmanship, technical instruction and registration, the status of the plumbers' craft; (2) to provide thorough technical and practical training in every branch of his craft to the plumber seeking the distinction of registration under Act of Parliament; (3) to give every competent plumber a certificate which will be recognised throughout the Empire; and (4) to aid by these means in the protection of the public health.

Apprenticeship.—An indenture of agreement of apprenticeship framed by the Plumbers' Apprenticeship Board of London has been adopted in substance by the National Association of Master Plumbers and the United Operative Plumbers' Association of Great Britain and Ireland, as well as by the London Master Builders' Association. The material points of agreement are—(*a*) The art of sanitary plumbing taught under the indenture is defined as "technical knowledge of water fittings and other sanitary appliances and skill to construct and adjust the same in such manner as to prevent the contamination of air or water in dwelling-houses or other buildings by emanations from drains and sewers"; (*b*) the apprentice is required to attend approved evening classes of technical instruction; and (*c*) to attend periodical examinations in technical knowledge and workmanship during the term, the final examination qualifying for registration by the Plumbers' Company, or any statutory body

established for maintaining a National Registration of Plumbers in the public interest. Under the general provisions of the indenture other branches of trade may be taught, but it is required that the instruction in sanitary plumbing should conform to local and other regulations affecting the efficiency of plumbers' work in its sanitary aspects as defined. The form has been adapted to the requirements of Scotch law. Classes of instruction are provided by the local educational authorities, and the practical branches of the examinations are conducted under the regulations of the Plumbers' Company by joint boards including employers and workmen.

REMITTED ACTION.—An action is said to be "remitted" when, having been commenced in the High Court, it has been ordered by a judge of that court to be tried in a County Court. The object is to save the time and expense usually incident to a trial in the High Court. The power to remit is exercised in actions founded upon *contract* only when the claim indorsed on the writ does not exceed £100, or where such claim, though it originally exceeded that sum, is reduced thereunder by payment or an admitted set off. Upon an order being made it is the duty of the plaintiff to lodge the original writ and copy of the order with the registrar of the court in which the action is ordered to be tried; notice of the day of trial is then given, and the action proceeds on the same lines as an ordinary County Court action. The costs prior to the order of remission will be High Court costs, and those incurred subsequent thereto will be allowed on the County Court scale only. There is no power of remission if the claim is for unliquidated damages, or when the claim is for £100 and interest. An action for *tort* may be so remitted if the defendant, by an affidavit, proves that the plaintiff has no visible means of paying his costs if he should fail to obtain a verdict; but such an impecunious plaintiff can prevent the remission by giving security for the defendant's costs, or satisfying the judge that he has a cause of action fit to be prosecuted in the High Court.

And generally, any action which could have been brought in a County Court may be transferred to one. And an interpleader issue may be transferred for trial if the amount in dispute does not exceed £500.

RENTS of three different kinds may be noticed here. There is first the rent payable to a landlord under a lease (whatever the length of the term may be), or a written agreement for a lease or tenancy, or a verbal tenancy agreement. This is rent most usually met with in the ordinary cases of lessor and lessee and landlord and tenant, and is dealt with in this work in such articles as DISTRESS, LANDLORD AND TENANT, and LEASE. The two other kinds—quit rent and rentcharge—may be usefully treated in this article at some length.

A **quit rent**, or "chief rent," is a fixed rent payable by a freeholder of a manor, the rent being so-called because thereby the freeholder goes free of all the other services usually incident to a copyhold tenure. This rent is recoverable by distress. *Its redemption* by the freeholder, as well as the redemption of other perpetual rentcharges, is now made possible by section 45 of the Conveyancing Act, 1881, which runs to the following effect:—

45.—(1) Where there is a quit rent, chief rent, rentcharge, or other annual sum issuing out of land (in this section referred to as the rent), the Copyhold

any person interested therein, certify the amount of money in consideration whereof the rent may be redeemed.

(2) Where the person entitled to the rent is absolutely entitled thereto in fee simple in possession, or is empowered to dispose thereof absolutely, or to give an absolute discharge for the capital value thereof, the owner of the land, or any person interested therein, may, after serving one month's notice on the person entitled to the rent, pay or tender to that person the amount certified by the Commissioners.

(3) On proof to the Commissioners that payment or tender has been so made, they shall certify that the rent is redeemed under this Act; and that certificate shall be final and conclusive, and the land shall be thereby absolutely freed and discharged from the rent.

(4) Every requisition under this section shall be in writing; and every certificate under this section shall be in writing, sealed with the seal of the Commissioners.

(5) This section does not apply to tithe rentcharge, or to a rent reserved on a sale or lease, or to a rent made payable under a grant or licence for building purposes, or to any sum or payment issuing out of land not being perpetual.

(6) This section applies to rents payable at, or created after, the commencement of this Act.

(7) This section does not extend to Ireland.

A rentcharge differs from a quit rent in that it does not depend for its creation and existence upon the copyhold relationship of lord and tenant, but upon an express grant in a deed. As usually met with, especially in the neighbourhoods of Manchester, Bristol, Bath, and some other places, a rentcharge is known as a *fee-farm rent*. It is created by the freeholder of land granting it in fee to another person subject to the payment to the grantor, his heirs and assigns, of a specified rent, the grantee covenanting to duly pay the rent. The position of the grantor, however, as regards his remedies for the performance of the grantee's covenants is decidedly inferior to that of a lessor upon a lease for a long term—say 999 years. For example, the covenants by the grantee to build, repair, and insure, &c., do not run as to the burden of them with the land nor as to the benefit of them with the rent, and consequently an assignee of the rent cannot sue, nor can an assignee of the land be sued on them. And again, though the grantee confers upon the grantor a power of re-entry upon the land in case of default in payment of the rent, yet in fact this power terminates directly the grantor assigns the rent to another person. These grants at fee farm are generally used in connection with the development of land by building thereon, but are, on the above considerations, decidedly inferior in their efficacy to a procedure by way of leases. A purchaser of a fee-farm rent has not, therefore, so good a security as the purchaser of a rent reserved by a lease; and more than that, he has no reversion to the land and buildings themselves as a lessor's assignee would have. Small rentcharges are also frequently found vested in and payable to charities. From the point of view of non-payment of a rentcharge, and the recovery thereof, the rights of its owner may be considered under two heads: first, his remedies under section 44 of the Conveyancing Act; secondly, his right to sue the legal owner in possession of the land for payment. Than these he has no other rights.

Statutory remedies.—44.—(1) Where a person is entitled to receive out of any land, or out of the income of any land, any annual sum, payable half-yearly or

otherwise, whether charged on the land or on the income of the land, and whether by way of rentcharge or otherwise, not being rent incident to a reversion, then, subject and without prejudice to all estates, interests, and rights having priority to the annual sum, the person entitled to receive the same shall have such remedies for recovering and compelling payment of the same as are described in this section, as far as those remedies might have been conferred by the instrument under which the annual sum arises, but not further.

(2) If at any time the annual sum or any part thereof is unpaid for twenty-one days next after the time appointed for any payment in respect thereof, the person entitled to receive the annual sum may enter into and distrain on the land charged or any part thereof, and dispose according to law of any distress found, to the intent that thereby or otherwise the annual sum and all arrears thereof, and all costs and expenses occasioned by non-payment thereof, may be fully paid.

(3) If at any time the annual sum or any part thereof is unpaid for forty days next after the time appointed for any payment in respect thereof, then, although no legal demand has been made for payment thereof, the person entitled to receive the annual sum may enter into possession of and hold the land charged or any part thereof, until thereby or otherwise the annual sum and all arrears thereof due at the time of his entry, or afterwards becoming due during his continuance in possession, and all costs and expenses occasioned by non-payment of the annual sum, are fully paid; and such possession when taken shall be without impeachment of waste.

(4) In the like case the person entitled to the annual charge, whether taking possession or not, may also by deed demise the land charged, or any part thereof, to a trustee for a term of years, with or without impeachment of waste, on trust, by mortgage, or sale, or demise, for all or any part of the term, of the land charged, or of any part thereof, or by receipt of the income thereof, or by all or any of those means, or by any other reasonable means, to raise and pay the annual sum and all arrears thereof due or to become due, and all costs and expenses occasioned by non-payment of the annual sum, or incurred in compelling or obtaining payment thereof, or otherwise relating thereto, including the costs of the preparation and execution of the deed of demise, and the costs of the execution of the trusts of that deed; and the surplus, if any, of the money raised, or of the income received, under the trusts of that deed shall be paid to the person for the time being entitled to the land therein comprised in reversion immediately expectant on the term thereby created.

(5) This section applies only if and as far as a contrary intention is not expressed in the instrument under which the annual sum arises, and shall have effect subject to the terms of that instrument and to the provisions therein contained.

The right to sue.—The question arose, in *Thomas* v. *Sylvester*, whether an action would lie against the freeholder in possession of the land for recovery of a rentcharge in fee created by deed. It was held that such a rent having been duly created such an action would lie, even against an assignee of the person (the grantor) in whose favour the rent was originally made payable. "All that was decided in that case was that it was a claim arising out of an interest which a tenant [owner] has in the possession of land and in the profits of the land at the time when the rentcharge became due" (*In re Blackburn and District Benefit Building Society*). And it has also been held (*Searle* v. *Cook*) that such an action can be maintained notwithstanding a statute has conferred special remedies upon the owner of the rent. But a mere tenant for years is not liable to an action

for non-payment of a rentcharge issuing out of the land of which he is in occupation (*In re Herbage Rents, Greenwich Charity Commissioners* v. *Green*); but his goods are liable to distraint therefor, and the property to the statutory remedies.

REPLEVIN is the term applied to the proceedings, other than those under the Law of Distress Amendment Act, 1909, taken by a person whose goods are wrongfully distrained or taken from him, and who desires to prevent their being carried away and sold. An action of replevin should be brought in the County Court of the district in which the goods were seized, and in this matter there is no limit, if the defendant makes no valid objection, to the jurisdiction of the Court. To proceed in the High Court it is necessary that, in the case of a distraint, the rent or annual value of the premises exceeds £20, and, in the case of any other seizure, the value of the goods seized exceeds that sum. In this article the practice of the County Court is particularly referred to. The first proceeding of the person aggrieved is to apply to the registrar of the County Court; thereupon the goods will be redelivered to him upon his giving security that he will commence an action of replevin against the seizor within one month, and that he will prosecute the action with effect and without delay, and duly return the goods if he is so ordered at the trial. The security must be sufficient to cover the alleged rent or damage in respect of which the distress has been made; or, if the goods replevied have been seized otherwise than under colour of distress, the value of the goods; and, in either case, the probable costs of the action. The action of replevin can then be commenced, and no matters will be tried therein other than the rights of the parties to the goods and the question of damages. *See* DISTRESS, particularly as to the Act of 1909.

REPORT OF CARGO.—Every ship which brings a cargo to a port in the United Kingdom, unless it is merely calling there for bunker coal, must be reported at the Customs House within twenty-four hours of arrival. And this requirement applies to a ship calling at a port for stores and remaining there for more than twenty-four hours. The report of ship should contain full and accurate particulars of the entire cargo, as it is the foundation of all customs accounts; follow the form prescribed by the customs authorities; and, except where otherwise permitted or at ports where goods may be landed into transit sheds, should be made before bulk is broken. The master of the ship incurs a fine of £100 for not making due report, or for incorporating in his report any false particulars. He may not, if the ship is British, be permitted to make the report if his name is not inserted in or indorsed on the certificate of registry of the ship as her last appointed master. A master has power to appoint a responsible officer to make the necessary report on his behalf. When making the report the master is bound to answer all questions relating to the ship, cargo, or crew on board. Should he refuse so to do, or answer falsely, he will incur a fine of £100. And a like fine is incurred, failing a satisfactory excuse, if, after the arrival of his ship within four leagues of the coast, any bulk is broken, or any alteration is made in the stowage of the cargo, so as to facilitate its unloading before report; and so also if any part of the cargo is staved, destroyed, or thrown overboard, or any packages are opened. The question is always put to a master whether he has fallen in with or picked up any wreck or derelict, and if he has, he may be required to give particulars.

Post-office regulations.—In order to prevent infringement upon the Postmaster-General's exclusive privilege, a shipmaster is not allowed to report his ship until he has declared before the representative of the post office that he has delivered to the post office all letters that were on board. If the master, officers, crew, or passengers, or any one of them, retain letters after delivery of the ship's letters to the post office, the delinquent will incur a penalty of £5 in respect of each letter. And this penalty is increased to £10 if the detention occurs after a demand for letters has been made by the customs or post-office authorities. The class of letters exempt from delivery to the POST OFFICE is set out in the appropriate article. The customs officers have power to search for and seize letters on board a ship after the report has been made. Any letters, except letters of credit, personal introductions and the like, which are found in a passenger's baggage, will be sent to the post office. The passenger's name and address will be taken, but he cannot himself be detained.

Miscellaneous.—Yachts need not be reported unless they carry merchandise; nor need vessels putting into a port because of bad weather. *See* IMPORTATION AND EXPORTATION.

REPRISALS.—A term in international law often loosely used. Primarily it means simply a resort to the *lex talionis* in warfare—the forcibly taking a thing by one nation which belongs to another, in return or satisfaction for an injury committed by the latter on the former. Reprisals are generally taken in respect of injuries suffered by nations themselves when justice cannot otherwise be obtained; but special reprisals may be granted on behalf of citizens who have been wronged by a foreign power, as when, recently, certain European powers took measures against Venezuela because that country neglected to secure the rights of citizens of those powers. And as when in 1897, Germany threatened Hayti with bombardment unless the government of that country saluted the German flag and made compensation to a German subject. When property is seized during the course of reprisals it is preserved so long as there is any hope of the required satisfaction being given. If, however, such hope must be abandoned the property is confiscated. *See* INTERNATIONAL LAW.

RESTRAINT OF TRADE.—When a man enters into a contract whereby he limits his general freedom to trade or pursue a particular occupation, that contract is said to be "in restraint of trade." Such a contract must be in writing, made for a valuable consideration, and reasonable in its terms. Otherwise it will have no validity and cannot be enforced. The valuable consideration is necessary, even though the contract is contained in a deed. Whether its terms are reasonable or not will always depend upon the circumstances of the particular case. Contracts of this class are usually entered into in connection with such transactions as the sale of a business [*see* GOODWILL] or the engagement of an employee, the restraint being imposed upon the seller and the employee respectively. The object is to prevent an unreasonable trade competition. To effect this a seller would covenant with the purchaser not to engage in a like business to that he has just sold within a certain period of time, or within a certain limit of space, or amongst a certain specified class of persons, or in terms comprehending more than one of these limitations or some appropriate

modification or extension of them. An employee would covenant on somewhat similar lines.

As a rule, when a covenant in restraint of trade is attached and the person restrained desires to escape from his obligation, the great contention is whether the restraint is a reasonable one. The leading case on this is *Nordenfeldt* v. *The Maxim Nordenfeldt Co.* There the seller of a gun and ammunition manufacturing business had covenanted not to engage, in any part of the world, in a business of a like description for a period of twenty-five years. He contended that the covenant was invalid because it was in effect a universal one and prevented him from earning his living in any part of the wide world. The House of Lords held, however, that the covenant though unrestricted as to space was not, *having regard to the nature of the business and the limited number of the customers* (namely the governments of this and other countries), wider than was necessary for the protection of the company to which the business had been sold; nor was it injurious to the public interests of this country. Lord Herschell said: "I think that a covenant entered into in connection with the sale of the goodwill of a business must be valid where the full benefit of the purchase cannot be otherwise secured to the purchaser. It has been recognised in more than one case that it is to the advantage of the public that there should be free scope for the sale of the goodwill of a business or calling. These were cases of partial restraint. But it seems to me that if there be occupations where a sale of the goodwill would be greatly impeded, if not prevented, unless a general covenant could be obtained by the purchaser, there are no grounds of public policy which countervail the disadvantage which would arise if the goodwill were in such cases rendered unsaleable." His Lordship adopted the test of Chief-Justice Tindal in *Horner* v. *Graves.* Is the restraint such as only to afford a fair protection to the interest of the party in favour of whom it is given, and is not so large as to interfere with the interests of the public? "Whatever restraint is larger than the necessary protection of the party can be of no benefit to either; it can only be oppressive, and, if oppressive, it is, in the eye of the law, unreasonable." At one time a radius of 150 to 200 miles would have been considered as very nearly approaching the line of the unreasonable. To-day, however, in view of modern facilities for travel and transport, the entire kingdom may be validly barred to a party by his covenant; but of course the particular circumstances of the case must always be considered.

A valid covenant in restraint of trade will be enforced, as against the party restrained, by an injunction, even though the covenant provides a penalty or specified sum of liquidated damages or in case of breach and the party is willing to pay it.

REVERSIONS.—Where a person grants a lease of land for a certain term he is said to have an estate in reversion in that land, in the sense that it will revert to him upon the expiration of the term. Upon reversion the estate becomes one in possession. The term reversion is also generally applied to the interest which one may have in property for the time being in the possession of another, but which upon the happening of some contingency, such as the death of that other person or the expiration of a specified period of time, will become one's own absolute property in possession.

Such a reversionary interest would be had by B. under, for example, a will, by which the testator has devised a house to A. for his life, and after the death of A. to B. Or a testator may create a trust of property, say land and securities, that the income thereof shall be paid to A. during his life, and after his death the property shall be realised and divided between B., C., and D. Here B., C., and D. are the reversioners. Some trusts do not confine themselves to the one contingency of death. Thus, under her husband's will, a widow may have an estate for her life or until she shall marry again; or under his parent's will an extravagant son may have an estate for his life, or until he attempts to charge or encumber it or he compounds with his creditors or becomes bankrupt. In such cases the reversioners have a chance of coming into possession before the death of the life tenant of the property, but in valuing their reversionary interest the death would, as a general rule, be the determining factor. The value of the reversion is computed by ascertaining the number of years likely to be lived by the life tenant. This should properly be ascertained by a combination of actuarial calculation and expert investigation into the personal characteristics and probabilities of the life; it is not sufficient, strictly speaking, to rely solely upon general tables of mortality and expectation of life. Then the value of the property at the ascertained probable time of death should be estimated. The value of the reversion will be the present value of that probable value taken as being realisable at the time at which the death of the life tenant is probable. The calculation of the present value of the reversion on the expiration of a lease is perhaps less speculative, for the number of years which must elapse before the reversioner obtains possession is definitely ascertained by the lease itself. *See* CATCHING BARGAINS.

RIGGING THE MARKET.—This is a term popularly used to signify an operation on the Stock Exchange for the purpose of raising shares to a fictitious value in the market. The parties to the operation hold, as a rule, the great majority of the shares issued by a particular company. They arrange with a jobber on the exchange to constitute the "market," and then instruct one or more brokers to sell a quantity of the shares and another one or two to buy. The price at which these sales and purchases are effected starts at an agreed figure and then continually rises, so that the public, who watch the lists of shares dealt in on the exchange, will see that the price is steadily rising, and may assume that there is a *bonâ fide* market in them. The public having duly seen and assumed these matters respectively, a speculative portion of it begins to make *bonâ fide* purchases of the shares, believing that they represent a good and increasingly valuable investment. As prices continue to rise the speculative portion of the public tends to extend, with the result that, in a successful rig, all the shares eventually pass into the hands of the public, and the operators of the rig have been thus enabled to unburden themselves at usually a very considerable profit. It is by means of a rig that the promoters of a company very frequently get rid of the large quantity of vendors' shares with which they are usually encumbered upon its flotation. And now, since the latest Companies Act, it is a not uncommon practice for a company to be floated without issuing a prospectus, the promoters relying upon a rig to attract the public both as purchasers of their vendors' shares and, in effect, as subscribers of the company's

working capital. A rig is essentially a fictitious operation, and it depends for its existence and maintenance upon the continued efforts of its operators. When, however, the latter have "unloaded" their shares they have no further interest in the price and marketability of them. Consequently they cease to support the rig, and the prices of the shares forthwith fall. If the company has really no merits of its own the price of the shares may fall from some high premium to a few pence, and even at this figure it will be found that there is no market for them. The shares are practically so much waste paper. Except in respect of known companies of standing—and even then, perhaps, not in the case of new issues of shares—the "lay" public should place no faith in, and not be influenced by only the records of dealings as they appear in the various published lists.

A statement suggesting that a person is concerned in "rigging the market" is a scandalous one, since it makes a charge of dishonesty. And this is so, "because 'rigging the market'—that is, going into the market pretending to buy shares by a person whom you put forward to buy them, who is not really buying them, but only pretending to buy them, in order that they may be quoted in the public papers as bearing a premium, which premium is never paid—is one of the most dishonest practices to which men can possibly resort. There is a class of people who think it is a legitimate mode of making money; but if they would only examine it for a moment they would see that a more abominable fraud, and one more difficult of detection, cannot be found. The statement is that . . . is forming a syndicate—I know what it means from having had so many of these cases before me; it is a body of men of which one is to buy and another to sell, so as to give an appearance of great demand for certain shares when in reality there is no demand for them at all, thus defrauding the public" (Vice-Chancellor Malins in *Rubery* v. *Grant*).

It is an illegal transaction for two or more persons to agree between themselves to purchase shares in a company in order to induce persons who might afterwards purchase shares in that company to believe, contrary to the fact, that there was a *bonâ fide* market for its shares, and that the shares were at a real premium. Such was the decision in *Scott* v. *Brown*, wherein it was also laid down that such an agreement could be made the subject of an indictment for conspiracy. No action can be maintained in respect of such an agreement or purchase of shares. Lord-Justice Lindley said, in his judgment: "I am quite aware that what the plaintiff has done is very commonly done; it is done every day. But this is immaterial. Picking pockets and various forms of cheating are common enough, and are nevertheless illegal."

RIOT.—There is a riot where three or more persons, assembled together, actually commit some act in a violent or tumultuous manner, either with or without a common cause or quarrel. It should be distinguished from an unlawful ASSEMBLY, which does not amount to a riot, in that there the persons disperse without having committed the intended act of violence. The Riot Act, 1716, makes it a felony if any *twelve* persons are unlawfully assembled to the disturbance of the peace, and if, after any one magistrate, sheriff, under-sheriff, or mayor of a town, has commanded them to disperse, they continue together for one hour. The command must be made in the very words of the following proclamation:—

Our sovereign lord the King chargeth and commandeth all persons being assembled immediately to disperse themselves, and peaceably to depart to their

habitations or to their lawful business, upon the pains contained in the Act made in the first year of King George for preventing tumults and riotous assemblies. God Save the King.

Making this proclamation is called "reading the Riot Act." Forthwith thereafter the authorities are at liberty to set about the dispersal of the assembly, for the persons assembled have no right under the Act to continue together during the hour mentioned in the Act. If they do so continue they run the risk of death or injury at the hands of the authorities in the course of the dispersal, and if they survive either of those calamities, and continue beyond the hour, they incur a liability to penal servitude for life or two years' hard labour. It is also a felony to prevent the reading of the Riot Act; and a punishable offence for more than ten persons to come together to present a petition to the King or Parliament, or for more than fifty persons to assemble near the House of Parliament during its session. Under a statute of Henry IV. any two justices, together with the sheriff or under-sheriff of the county, may suppress a riot, assembly, or rout, arrest the rioters, and record upon the spot the nature and circumstances of the whole transaction. This record is alone a sufficient conviction of the offenders. Every one with some few exceptions, when so called upon by the magistrate, must attend to suppress a riot, under pain of fine and imprisonment; and any battery, wounding, or killing the rioters that may happen in the suppression, is justifiable. The persons excepted from this obligation are women, clergymen, decrepit persons, and infants under fifteen.

Damage caused by riot should be claimed out of the police rate from the local police authorities, and if they do not make a proper settlement the claim can be enforced by an action. The right to such damages is now regulated by the Riot Damages Act, 1886, but it cannot be enforced so far as damages have been covered by insurance. Damages may be obtained even if the riot has taken place in a private place. *See* AFFRAY.

ROYAL ARMS.—No one, without the authority of his Majesty or a member of the Royal family or a government department, may, under a penalty of £20, lawfully use in connection with his business the royal arms or arms so nearly resembling them as to be calculated to deceive, in such a manner as to be calculated to lead other persons to believe that he is carrying on his business by or under royal or government authority. Proceedings for an injunction may be taken against an offender by any person authorised to use the royal arms; and a society of business men entitled to exhibit the royal arms—the Society of Royal Warrant Holders—are careful to see that proceedings are taken when necessary. An essential ingredient of the offence is that the person charged is exhibiting the arms in such a way as "to lead other persons to believe that he is carrying on his business by or under royal or government authority." And whether this is so or not is always a question of fact depending upon the circumstances of the particular case. The royal warrant is the authority usually relied upon, but it is possible that in a special case the business man may be able to set up an implied authority. But no such authority would be implied merely because he is the holder of letters patent, bearing the royal arms, granted to him in connection with some invention he uses in the business. Thus a butcher would not have an implied authority by reason of the fact that he

holds such letters patent for an improved method of hanging carcases (*Cameron* v. *Kennedy*). The foregoing depends upon a section of the Patents Act, 1907, but in section 20 of the Merchandise Marks Act there is special provision with regard to certain false representation as to royal warrant. A penalty of £20 is incurred by any one who falsely represents that any goods are made by a person holding a royal warrant, or for the service of his Majesty, or any of the Royal family, or any government department.

The following case, in which a well-known firm of London drapers were recently summoned before a magistrate for using the royal arms in connection with their trade in a manner calculated to lead persons to believe that they had the authority from his Majesty to do so, is of considerable interest when read in the light of the above statement of the law. The particular complaint of the prosecution was that the royal arms were carved in the stonework above each of the shops of the defendants, who were not on the register of royal warrant holders. Against this the defendants stated that they had carried on business in the same premises for over fifty years; that the premises were leased to them by her late Majesty's Woods and Forests Commissioners subject to a covenant in the lease that the architectural decorations and walls of the buildings should not be cut or altered; that the coats of arms were very small and were carved in the recesses in the walls forty feet above the pavement; that the premises were crown property, and the arms were merely used for ornamentation, and not for trade purposes; and that the firm had never held themselves out to be royal warrant holders in any shape or form. In the result the summons was adjourned to enable the defendants to come to some arrangement with their landlords with a view to the obliteration of the arms.

RUMMAGING.—It is the duty of the customs officers to board and search every ship arriving at a port or place in the United Kingdom, with a view to the prevention of smuggling. Merely boarding a ship is not rummaging. There must be a thorough search in the strict sense of the word. *See* IMPORTATION AND EXPORTATION.

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SAFETY OF SHIPS.—*Unseaworthy ships.*—If any person sends or attempts to send, or is party to sending or attempting to send, a British ship to sea in such an unseaworthy state that the life of any person is likely to be thereby endangered, he is, in respect of each offence, guilty of a misdemeanour, unless he proves either that he used all reasonable means to insure her being sent to sea in a seaworthy state, or that her going to sea in an unseaworthy state was under the circumstances reasonable and justifiable. For the purpose of such proof he may give evidence in the same manner as any other witness. There is a similar provision with regard to the master of a ship. If he knowingly takes her to sea in such an unseaworthy state that the life of any person is likely to be thereby endangered, he is in respect of each offence guilty of a misdemeanour, unless he produces such proof as aforesaid. A prosecution, except in Scotland, cannot be instituted otherwise than by, or with the consent of, the Board of Trade, or the governor of the British possession in which the prosecution takes place. The offence is not punishable

upon summary conviction. The foregoing provisions do not apply to ships employed exclusively in trading or going from place to place in rivers or inland waters in any British possession. In every contract of service, express or implied, between the owner of a ship and the master or any seaman thereof, and in every instrument of sea apprenticeship, there is implied, notwithstanding any agreement to the contrary, an obligation on the owner that he and the master and every agent charged with preparing and loading the ship and sending her to sea shall use all reasonable means to insure her seaworthiness for the voyage at the time when the voyage commences, and will keep her in a seaworthy condition during the continuance of the voyage. But this does not subject the owner to any liability by reason of the ship being sent to sea in an unseaworthy state where, owing to special circumstances, the sending of the ship to sea in such a state was reasonable and justifiable; and it does not apply to a ship employed exclusively in trading or going from place to place in a river or inland water in any British possession. Where a British ship being in any port in the United Kingdom is an unsafe ship, that is to say, is by reason of the defective condition of her hull, equipments, or machinery, or by reason of overloading or improper loading, unfit to proceed to sea without serious danger to human life, having regard to the nature of the service for which she is intended, such ship may be provisionally detained for the purpose of being surveyed. The ship is so detained (or released) under the following conditions:—(*a*) The Board of Trade, if they have reason to believe that she is unsafe, may order her to be provisionally detained as an unsafe ship for the purpose of being surveyed. (*b*) When she has been provisionally detained there must be forthwith served on the master a written statement of the grounds of her detention, and the Board of Trade may appoint some competent person to survey her and report thereon. (*c*) The Board on receiving the report may either order her to be released, or if in their opinion the ship is unsafe, may order her to be finally detained, either absolutely or until the performance of such conditions with respect to the execution of repairs or alterations, or the unloading or reloading of cargo, as the Board think necessary for the protection of human life; and the Board may vary or add to any such order. (*d*) Before the order for final detention is made a copy of the report must be served upon the master, and within seven days after that service the owner or master may appeal to the court of survey for the port or district where the ship is detained. (*e*) Where a ship has been provisionally detained the owner or master of the ship at any time before the person appointed to survey the ship makes that survey, may require that he shall be accompanied by such person as the owner or master may select out of the list of assessors for the court of survey, and in that case, if the surveyor and assessor agree, the Board of Trade will cause the ship to be detained or released accordingly; but if they differ, the Board may act as if the requisition had not been made, and the owner and master have the like appeal, touching the report of the surveyor, as is provided by section 445 of the Merchant Shipping Act, 1894. (*f*) Where a ship has been provisionally detained the Board may at any time refer the matter to the court of survey for the port or district where the ship is detained. The Board may at any time, if satisfied that a ship so detained is not unsafe, order her to be released either upon or without conditions. Any person appointed by the Board for

the purpose (called the "detaining officer") has the same power as the Board have of ordering the provisional detention of a ship for the purpose of being surveyed and of appointing persons to survey her, and may order her release. A detaining officer is required forthwith to report to the Board of Trade any order made by him for the detention or release of a ship. An order for the detention of a ship, provisional or final, and an order varying the same, must be served on the master as soon as possible. A detaining officer and a person authorised to survey a ship have for that purpose the same power as a person appointed by a court of survey to survey a ship, and the provisions of the Merchant Shipping Act, 1894, with respect to the person so appointed apply accordingly. If it appears that there was not reasonable and probable cause, by reason of the condition of the ship or the act or wilful default of the owner, for the provisional detention of a ship as an unseaworthy ship, the Board of Trade is liable to pay to the owner his costs and also compensation. If a ship is finally detained, or if it appears that a ship provisionally detained was at the time of that detention an unsafe ship, the owner of the ship is liable to pay to the Board of Trade their costs of and incidental to the detention and survey of the ship, and those costs are recoverable as salvage is recoverable. For these purposes the costs of and incidental to any proceeding before any court of survey, and a reasonable amount in respect of the surveyor or officer of the Board of Trade, are considered as part of the costs of the detention and survey of the ship. Any dispute as to the amount of those costs may be referred to one of the officers following, namely, in England or Ireland to one of the masters or registrars of the High Court, and in Scotland to the auditor of the Court of Session, and this officer will ascertain and certify the proper amount of those costs. An action for any costs or compensation so payable by the Board of Trade may be brought against the secretary of that Board, as if he were a corporation sole; and if the cause of action arises in Ireland, and the action is brought in the High Court, that court may order that the summons or writ be served on the Crown and Treasury Solicitor for Ireland in such manner and on such terms as the court thinks fit, and that that service shall be sufficient service thereof upon the secretary of the Board.

Where a complaint is made to the Board of Trade or a detaining officer that a British ship is unsafe, the Board or officer may require the complainant to give satisfactory security for the costs and compensation which he may become liable to pay. But such security is not required where the complaint is made by one-fourth, being not less than three of the seamen belonging to the ship, and is not in the opinion of the Board frivolous or vexatious. The Board or officer must, if the complaint is made in sufficient time before the sailing of the ship, take proper steps for ascertaining whether the ship ought to be detained. Where a ship is detained in consequence of a complaint, and the circumstances are such that the Board of Trade are liable to pay costs or compensation, the complainant is liable to pay to the Board all such costs and compensation as the Board incur or are liable to pay in respect of the detention or survey of the ship. Where a foreign ship has taken on board all or any part of her cargo at a port in the United Kingdom, and is, whilst at that port, unsafe by reason of overloading or improper loading, these provisions with respect to the detention of ships apply to that foreign ship as

if she were a British ship, with the following modifications:—(1) A copy of the order for the provisional detention of the ship must be forthwith served on the consular officer for the country to which the ship belongs at or nearest to such port; (2) where a ship has been provisionally detained, the consular officer, on the request of the owner or master of the ship, may require that the person appointed by the Board to survey the ship shall be accompanied by such person as the consular officer may select, and in that case, if the surveyor and that person agree, the Board will cause the ship to be detained or released accordingly; but if they differ, the Board may act as if the requisition had not been made, and the owner and master have the like appeal to a court of survey touching the report of the surveyor's report as is provided in the case of a British ship; and (3) where the owner or master appeals to the court of survey, the consular officer, on his request, may appoint a competent person to be assessor in the case in lieu of the assessor who, if the ship were a British ship, would be appointed otherwise than by the Board of Trade.

Whenever in proceeding against a seaman or apprentice for the offence of desertion or absence without leave, it is alleged by one-fourth, or if their number exceeds twenty by not less than five, of the seamen belonging to the ship, that she is by reason of unseaworthiness, overloading, improper loading, defective equipment, or for any other reason, not in a fit condition to proceed to sea, or that her accommodation is insufficient, the Court will take such means as may be in their power to satisfy themselves concerning the truth or untruth of the allegation, and for that purpose receive the evidence of the persons making them, and may summon other witnesses, and will, if satisfied that the allegation is groundless, adjudicate in the case; but if not so satisfied, will before adjudication cause the ship to be surveyed. A seaman or apprentice charged with desertion, or with quitting his ship without leave, has no right to apply for such survey unless he has before quitting his ship complained to the master of the circumstances so alleged in justification. For the purposes indicated the Court will require any surveyor of ships appointed under the Merchant Shipping Act, 1894, or any person appointed for the purpose by the Board, or if such a surveyor or person cannot be obtained without unreasonable expense or delay, or is not, in the opinion of the Court, competent to deal with the special circumstances of the case, then any other impartial surveyor appointed by the Court, and having no interest in the ship, her freight or cargo, to survey the ship, and to answer any question concerning her which the Court thinks fit to put. Such surveyor or other person is required to survey the ship, and make his written report to the Court, including an answer to every question put to him by the Court, and the Court will cause the report to be communicated to the parties, and, unless the opinions expressed in the report are proved to be erroneous, will determine the questions before them in accordance with those opinions. A person making the survey has for the purposes thereof all the powers of a Board of Trade inspector. The costs (if any) of the survey are determined by the Board according to a scale of fees, and are paid in the first instance out of the Mercantile Marine Fund. If it is proved that the ship is in a fit condition to proceed to sea, or that the accommodation is sufficient, as the case may be, the costs of the survey are payable by the person upon whose

demand, or in consequence of whose allegation the survey was made, and may be deducted by the master or owner out of the wages due or to become due to that person, and must be paid over to the Board. If it is proved that the ship is not in a fit condition to proceed to sea, or that the accommodation is insufficient, as the case may be, the master or owner of the ship is required to pay the costs of the survey to the Board, and is liable to pay compensation to the seaman or apprentice detained by the Court. The Merchant Shipping Act, 1906, contains further provision for the safety of ships, and lays down certain regulations with regard to loading. *See* SHIPS AND SHIPPING; SEAMEN.

SALE OF GOODS.—The law on this subject, for Scotland as well as for England, is now consolidated in the well-known Sale of Goods Act of 1893. As so consolidated it is presented in this article.

Preliminary points.—*Interpretation of terms.*—Unless the context or the subject-matter of this article otherwise requires, "Action" includes counterclaim and set off, and in Scotland condescendence and claim and compensation. "Bailee" in Scotland includes custodier; "Buyer" means a person who buys or agrees to buy goods; "Contract of sale" includes an agreement to sell as well as a sale; "Defendant" includes in Scotland defender, respondent and claimant in multiplepoinding; "Delivery" means voluntary transfer of possession from one person to another; "Document of title to goods" has the same meaning as it has in the FACTORS Acts; "Factors Acts" mean the Factors Act, 1889, the Factors (Scotland) Act, 1890, and any enactment amending or substituted for the same. "Fault" means wrongful act or default; "Future goods" mean goods to be manufactured or acquired by the seller after the making of the contract of sale; "Goods" include all chattels personal other than things in action and money, and in Scotland all corporeal movables except money. The term includes emblements, industrial growing crops, and things attached to or forming part of the land which are agreed to be severed before sale or under contract of sale; "Lien" in Scotland includes right of retention; "Plaintiff" includes pursuer, complainer, claimant in a multiplepoinding, and defendant or defender counterclaiming; "Property" means the general property in goods, and not merely a special property; "Quality of goods" includes their state or condition; "Sale" includes a bargain and sale as well as a sale and delivery; "Seller" means a person who sells or agrees to sell goods; "Specific goods" mean goods identified and agreed upon at the time a contract of sale is made; "Warranty" as regards England and Ireland means an agreement with reference to goods which are the subject of a contract of sale, but collateral to the main purpose of such contract, the breach of which gives rise to a claim for damages, but not to a right to reject the goods and treat the contract as repudiated. As regards Scotland a breach of warranty is deemed to be a failure to perform a material part of the contract. A thing is deemed to be done "in good faith" when it is in fact done honestly, whether it be done negligently or not. A person is deemed to be insolvent who either has ceased to pay his debts in the ordinary course of business, or cannot pay his debts as they become due, whether he has committed an act of bankruptcy or not, and whether he has become a notour bankrupt or not. Goods are in a "deliverable state" when they are in such a state that the buyer would under the contract be bound to take delivery of them. Where

any reference is made to a "reasonable time" the question what is a reasonable time is one of fact. Generally, where any right, duty, or liability would arise under a contract of sale by implication of law, it may be negatived or varied by express agreement or by the course of dealing between the parties, or by usage, if the usage be such as to bind both parties to the contract. Where any right, duty, or liability is declared it may, unless otherwise provided, be enforced by action. The rules in bankruptcy relating to contracts of sale apply thereto, notwithstanding anything here stated. The rules of the common law, including the law merchant, save in so far as they are inconsistent with the express provisions herein mentioned, and in particular the rules relating to the law of principal and agent and the effect of FRAUD, misrepresentation, duress or coercion, mistake or other invalidating cause, apply to contracts for the sale of goods. Nothing in the Sale of Goods Act, 1893, or in any repeal effected thereby, affects the enactments relating to bills of sale, or any enactment relating to the sale of goods which is not expressly repealed by the Act. These provisions relating to contracts of sale do not apply to any transaction in the form of a contract of sale which is intended to operate by way of mortgage, pledge, charge, or other security. Nor do they prejudice or affect the landlord's right of hypothec on sequestration for rent in Scotland.

Formation of the contract.—*Contract of sale.*—A contract of sale of goods is one whereby the seller transfers or agrees to transfer the property in goods to the buyer for a money consideration, called the price. There may be a contract of sale between one part owner and another. A contract of sale may be absolute or conditional. Where under a contract of sale the property in the goods is transferred from the seller to the buyer, the contract is called a "sale"; but where the transfer of the property in the goods is to take place at a future time or subject to some condition thereafter to be fulfilled, the contract is called an "agreement to sell." An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred. Capacity to buy and sell is regulated by the general law concerning capacity to contract, and to transfer and acquire property; but where necessaries are sold to an infant, or minor, or to a person who by reason of mental incapacity or drunkenness is incompetent to contract, he must pay a reasonable price therefor. Necessaries here mean goods suitable to the condition in life of such infant, or minor, or other person, and to his actual requirements at the time of the sale and delivery.

Formalities of the contract.—Subject to special rules in this paragraph, a contract of sale may be made in writing (either with or without seal), or by word of mouth, or partly in writing and partly by word of mouth, or may be implied from the conduct of the parties; but this general rule does not affect the law relating to corporations. A contract for the sale of any goods *of the value of* £10 *or upwards is not enforceable* by action unless (*a*) the buyer accepts part of the goods as sold, and actually receives them; or (*b*) he gives something in earnest to bind the contract, or in part payment; or (*c*) unless some note or memorandum in writing of the contract be made and signed by the party to be charged or his agent in that behalf. These rules apply to every such contract, notwithstanding that the goods may be intended to be delivered at some future time, or may not at the time of such contract be

AGREEMENT BETWEEN WHOLESALER AND RETAILER]

This Agreement made the 18th day of June 1910 **Between George Easterbrook & Co.** of 23 Ludgate Hill in the City of London Wholesale Tobacconists Sundriesmen (hereinafter called the Vendors) of the one part **Arthur Matthews** of 9 Railway Approach Bexley in the County of Kent Tobacconist (hereinafter called the purchaser) of the other part **Whereas** the Vendors are the sole manufacturers or wholesale dealers of and in certain goods sold and used in connection with the tobacco trade including those referred to in this agreement and are the proprietors or have the exclusive right to deal with trade marks trade name labels and brands under which the said goods are sold and by and in connection with which the same are known and bought by the public and the purchaser being desirous of selling the said goods by retail has requested the vendors to sell and supply him with the same for such purpose to which request the vendors have agreed subject to the purchaser complying with the terms set forth in this agreement **Now it is hereby agreed** by the said parties hereto that in consideration of the premises :-

The vendors will sell to the purchaser during a period of twelve

months from the date hereof such quantities of the goods enumerated in the schedule hereto as the purchaser shall from time to time order in writing at the prices set against the said goods respectively in the second column of the said schedule and will deliver within the time or times specified in any such order

2 The said prices shall be subject to a discount of 5 per cent for cash against delivery or 2½ per cent on payment within one month from delivery No longer credit than one month shall in any case be taken by the purchaser and it shall be deemed to be cash against delivery only when the price is received in cash by the vendors not later than the day following delivery to the purchaser

3 The purchaser shall not be entitled to delivery of any goods ordered by him when and so long as his account with the vendors shows a debit balance of over £50 unless the order shall be accompanied by a remittance in cash for the price of the goods the subject of the order The initial credit to be given to the purchaser shall not exceed £50

4 The goods shall be made and sold to the purchaser by the vendors of a description and quality conforming in all respects to the samples handed to the purchaser on the signing hereof each of which is impressed with the mark 'Sample G.E. & Co'

5 The carriage of the goods shall be paid by the vendors only when forwarded in execution of an order amounting to over £20

6 The purchaser shall not at any time or under any circumstances

re sell any of the said goods whether wholesale or retail at lower prices than those set opposite the said goods respectively in the third column of the said schedule

7 Should the purchaser commit any breach of the stipulation contained in paragraph 6 hereof he shall pay the vendors the sum of £10 as liquidated damages in respect of each article sold

8 Should the purchaser fail in any instance to pay for any goods sold hereunder within a period of two months from delivery or commit any breach of paragraph 6 then (without prejudice to the right of the vendors to recover damages in the latter case) the vendors shall not be bound to supply him with any further goods in execution of any further orders under this agreement

As witness the hands of the said parties

Witness:

Frederick Lowe,
Commercial Traveller to
Easterbrook & Co

G Easterbrook & Co

A Matthews

The Schedule

Description of Goods		Price to Purchaser	Lowest Price for Resale
		s d	s d
Briar "Bull Dog" Pipes		1 9	2 6
Briar "Terrier" Pipes		1 0	1 9
Meerchaum "Bull Dog" Pipes		7 6	12 0
"Negro Head" Rubber Pouches	No 1	6	9
Do	No 2	9	1 0
Do	No 3	1 0	1 4
"Turque" Cigarette Case		3 6	5 0

actually made, procured, or provided, or fit or ready for delivery, or some act may be requisite for the making or completing thereof or rendering the same fit for delivery. There is an acceptance of goods within the above meaning when the buyer does any act in relation to the goods which recognises a pre-existing contract of sale, whether there be an acceptance in performance of the contract or not. The rules in this paragraph do not apply to Scotland.

Subject-matter of contract.—The goods which form the subject of a contract of sale may be either existing goods, owned or possessed by the seller, or goods to be manufactured or acquired by the seller after the making of the contract of sale, and called "future goods." [*See* OPTIONS.] There may be a contract for the sale of goods, the acquisition of which by the seller depends upon a contingency which may or may not happen. Where by a contract of sale the seller purports to effect a present sale of future goods, the contract operates as an agreement to sell the goods. Where there is a contract for the sale of specific goods, and the goods without the knowledge of the seller have perished at the time when the contract is made, the contract is void. And where there is an agreement to sell specific goods, and subsequently the goods, without any fault on the part of the seller or buyer, perish before the risk passes to the buyer, the agreement is thereby avoided.

The price.—The price in a contract of sale may be (*a*) fixed by the contract; or (*b*) left to be fixed in a manner thereby agreed; or (*c*) determined by the course of dealing between the parties. Where the price cannot be determined in accordance with either of the foregoing circumstances the buyer must pay a reasonable price. What is a reasonable price is always a question of fact dependent on the circumstances of each particular case. Where there is an agreement to sell goods on the terms that the price is to be fixed by the valuation of a third party, and the third party cannot or does not make the valuation, the agreement is avoided; but if the goods or any part of them have been delivered to and appropriated by the buyer he must pay a reasonable price therefor. If, however, the third party is prevented from making the valuation by the fault of the seller or buyer, the party not in fault may maintain an action for damages against the party in fault.

Conditions and warranties.—Unless a different intention appears from the terms of the contract, stipulations as to time of payment are not deemed to be of the essence of a contract of sale. Whether any other stipulation is of the essence of the contract or not depends on the terms of the contract. In a contract of sale "month" means *primâ facie* calendar month. In England or Ireland (*a*) where a contract of sale is subject to any condition to be fulfilled by the seller, the buyer may waive the condition, or may elect to treat the breach of such condition as a breach of warranty, and not as a ground for treating the contract as repudiated; (*b*) whether a stipulation in a contract of sale is a condition, the breach of which may give rise to a right to treat the contract as repudiated, or a warranty, the breach of which may give rise to a claim for damages but not to a right to reject the goods and treat the contract as repudiated, depends in each case on the construction of the contract,—a stipulation may be a condition, though called a warranty in the contract; (*c*) where a contract of sale is not severable, and the buyer has accepted the goods or part thereof, or where the contract is for

specific goods, the property in which has passed to the buyer, the breach of any condition to be fulfilled by the seller can only be treated as a breach of warranty, and not as a ground for rejecting the goods and treating the contract as repudiated, unless there be a term of the contract, express or implied, to that effect. In Scotland, failure by the seller to perform any material part of a contract of sale is a breach of contract, which entitles the buyer either within a reasonable time after delivery to reject the goods and treat the contract as repudiated, or to retain the goods and treat the failure to perform such material part as a breach which may give rise to a claim for compensation or damages. These provisions do not affect the case of any condition or warranty, fulfilment of which is excused by law by reason of impossibility or otherwise. In a contract of sale, unless the circumstances of the contract are such as to show a different intention, there is (1) an implied condition on the part of the seller that in the case of a sale he has the right to sell the goods, and that in the case of an agreement to sell he will have a right to sell the goods at the time when the property is to pass; (2) an implied warranty that the buyer shall have and enjoy quiet possession of the goods; (3) an implied warranty that the goods shall be free from any charge or encumbrance in favour of any third party, not declared or known to the buyer before or at the time when the contract is made. Where the contract is for the sale of goods by description, there is an implied condition that the goods shall correspond with the description; and if the sale be by sample as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description. Subject to the provisions of the Sale of Goods Act, 1893, and of any statute in that behalf, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale, except as follows: (1) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he be the manufacturer or not), there is an implied condition that the goods shall be reasonably fit for such purpose, provided that in the case of a contract for the sale of a specified article under its patent or other trade name, there is no implied condition as to its fitness for any particular purpose; (2) where goods are bought by description from a seller who deals in goods of that description (whether he be the manufacturer or not), there is an implied condition that the goods shall be of merchantable quality, provided that if the buyer has examined the goods, there is no implied condition as regards defects which such examination ought to have revealed; (3) an implied warranty or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade; (4) an express warranty or condition does not negative a warranty or condition implied as above mentioned unless inconsistent therewith.

Sale by sample.—A contract of sale is a contract of sale by sample where there is a term in the contract, express or implied, to that effect. In the case of a contract for sale by sample—(*a*) there is an implied condition that the bulk shall correspond with the sample in quality; (*b*) there is an implied

condition that the buyer shall have a reasonable opportunity of comparing the bulk with the sample; (*c*) there is an implied condition that the goods shall be free from any defect rendering them unmerchantable, which would not be apparent on reasonable examination of the sample.

Effects of the contract.—*Transfer of property as between seller and buyer.*—Where there is a contract for the sale of unascertained goods, no property in the goods is transferred to the buyer unless and until the goods are ascertained. But if the contract is for the sale of specific or ascertained goods, the property in them is transferred to the buyer at such time as the parties to the contract intend it to be transferred. For the purpose of ascertaining the intention of the parties regard must be had to the terms of the contract, the conduct of the parties, and the circumstances of the case. Unless a different intention appears, the following are rules for ascertaining the intention of the parties as to the time at which the property in the goods is to pass to the buyer:—Rule 1. Where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment or the time of delivery, or both, be postponed. Rule 2. Where there is a contract for the sale of specific goods and the seller is bound to do something to the goods for the purpose of putting them into a deliverable state, the property does not pass until such thing be done, and the buyer has notice thereof. Rule 3. Where there is a contract for the sale of specific goods in a deliverable state, but the seller is bound to weigh, measure, test, or do some other act or thing with reference to the goods for the purpose of ascertaining the price, the property does not pass until such act or thing be done, and the buyer has notice thereof. Rule 4. When goods are delivered to the buyer on approval, or "on sale or return" or other similar terms, the property therein passes to the buyer; (*a*) when he signifies his approval or acceptance to the seller, or does any other act adopting the transaction; (*b*) if he does not signify his approval or acceptance to the seller but retains the goods without giving notice of rejection, then if a time has been fixed for a return of the goods on the expiration of such time, and if no time has been fixed on the expiration of a reasonable time, what is a reasonable time is a question of fact. Rule 5.—(1) Where there is a contract for the sale of unascertained or future goods by description, and goods of that description and in a deliverable state are unconditionally appropriated to the contract, either by the seller with the assent of the buyer, or by the buyer with the assent of the seller, the property in the goods thereupon passes to the buyer. Such assent may be express or implied, and may be given either before or after the appropriation is made. (2) Where in pursuance of the contract the seller delivers the goods to the buyer or to a carrier or other bailee or custodier (whether named by the buyer or not) for the purpose of transmission to the buyer, and does not reserve the right of disposal, he is deemed to have unconditionally appropriated the goods to the contract. Where there is a contract for the sale of specific goods, or where goods are subsequently appropriated to the contract, the seller may, by the terms of the contract or appropriation, reserve the right of disposal of the goods until certain conditions are fulfilled. In such case, notwithstanding the delivery of the goods to the buyer, or to a carrier or other bailee or

custodier for the purpose of transmission to the buyer, the property in the goods does not pass to the buyer until the conditions imposed by the seller are fulfilled. Where goods are shipped, and by the bill of lading the goods are deliverable to the order of the seller or his agent, the seller is *primâ facie* deemed to reserve the right of disposal. And where the seller of the goods draws on the buyer for the price, and transmits the bill of exchange and bill of lading to the buyer together to secure acceptance or payment of the bill of exchange, the buyer is bound to return the bill of lading if he does not honour the bill of exchange, and if he wrongfully retains the bill of lading the property in the goods does not pass to him. Unless otherwise agreed, the goods remain at the seller's risk until the property therein is transferred to the buyer, but when the property therein is transferred to the buyer, the goods are at the buyer's risk whether delivery has been made or not; but if delivery has been delayed through the fault of either buyer or seller, the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault. This does not affect the duties or liabilities of either seller or buyer as a bailee or custodier of the goods of the other party.

Transfer of title.—As a general rule, where goods are sold by a person who is not their owner, and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by his conduct precluded from denying the seller's authority to sell. This rule cannot operate, however, so as to affect—(*a*) the provisions of the Factors Acts, or any enactment enabling the apparent owner of goods to dispose of them as if he were the true owner thereof; (*b*) the validity of any contract of sale under any special common law or statutory power of sale, or under the order of a court of competent jurisdiction. In the case of a sale of goods in MARKET OVERT, according to the usage of the market, the buyer acquires a good title to the goods, provided he buys them in good faith and without notice of any defect or want of title on the part of the seller; but this rule as to goods sold in market overt does not affect the law relating to the sale of horses, and does not apply to Scotland. When the seller of goods has a voidable title thereto, but his title has not been avoided at the time of the sale, the buyer acquires a good title to the goods, provided he buys them in good faith and without notice of the seller's defect of title. Where goods have been stolen and the offender is prosecuted to conviction, the property in the goods stolen revests in the person who was the owner of the goods, or his personal representative, notwithstanding any intermediate dealing with them, whether by sale in market overt or otherwise. Notwithstanding any enactment to the contrary, where goods have been obtained by fraud or other wrongful means not amounting to larceny, the property in such goods does not revest in the person who was the owner of the goods, or his personal representative, by reason only of the conviction of the offender. These last two rules do not apply to Scotland. Where a person having sold goods continues or is in possession of the goods, or of the documents of title to the goods, the delivery or transfer by that person, or by a mercantile agent acting for him, of the goods or documents of title under any sale, pledge, or other disposition thereof to any person receiving the same in good faith and without notice of

the previous sale, has the same effect as if the person making the delivery or transfer were expressly authorised by the owner of the goods to make the same. And where a person having bought or agreed to buy goods obtains, with the consent of the seller, possession of the goods or the documents of title to the goods, the delivery or transfer by that person, or by a mercantile agent acting for him, of the goods or documents of title, under any sale, pledge, or other disposition thereof, to any person receiving the same in good faith and without notice of any lien or other right of the original seller in respect of the goods, has the same effect as if the person making the delivery or transfer were a mercantile agent in possession of the goods or documents of title with the consent of the owner. The term "mercantile agent" has here the same meaning as in the Factors Acts. A writ of *fieri facias* or other writ of execution against goods binds the property in the goods of the execution debtor as from the time when the writ is delivered to the sheriff to be executed; and, for the better manifestation of such time, it is the duty of the sheriff, without fee, upon the receipt of any such writ, to indorse upon the back thereof the hour, day, month, and year when he received the same; provided that no such writ prejudices the title to such goods acquired by any person in good faith and for valuable consideration, unless such person had at the time when he acquired his title notice that such writ or any other writ by virtue of which the goods of the execution debtor might be seized or attached had been delivered to and remained unexecuted in the hands of the sheriff. The term "sheriff" used here includes any officer charged with the enforcement of a writ of execution. These provisions relating to the effect of writs of execution do not apply to Scotland.

Performance of the contract.—It is the duty of the seller to deliver the goods, and of the buyer to accept and pay for them, in accordance with the terms of the contract of sale. Unless otherwise agreed, delivery of the goods and payment of the price are concurrent conditions; that is to say, the seller must be ready and willing to give possession of the goods to the buyer in exchange for the price, and the buyer must be ready and willing to pay the price in exchange for possession of the goods. Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied, between the parties. Apart from any such contract, express or implied, the place of delivery is the seller's place of business, if he have one, and if not, his residence; but if the contract be for the sale of specific goods, which to the knowledge of the parties when the contract is made are in some other place, then that place is the place of delivery. Where under the contract of sale the seller is bound to send the goods to the buyer, but no time for sending is fixed, the seller is bound to send them within a reasonable time. And where the goods at the time of sale are in the possession of a third person, there is no delivery by seller to buyer unless and until such third person acknowledges to the buyer that he holds the goods on his behalf; but this does not affect the operation of the issue or transfer of any document of title to goods. Demand or tender of delivery may be treated as ineffectual unless made at a reasonable hour. What is a reasonable hour is a question of fact. Unless otherwise agreed, the expenses of and incidental

to putting the goods into a deliverable state must be borne by the seller. Where the seller delivers to the buyer a quantity of goods less than he contracted to sell, the buyer may reject them, but if the buyer accepts the goods so delivered he must pay for them at the contract rate. And when the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole. If the buyer accepts the whole of the goods so delivered he must pay for them at the contract rate. Where the seller delivers to the buyer the goods he contracted to sell mixed with goods of a different description not included in the contract, the buyer may accept the goods which are in accordance with the contract and reject the rest, or he may reject the whole. These rules must be taken as subject to any usage of trade, special agreement, or course of dealing between the parties. Unless otherwise agreed, the buyer of goods is not bound to accept delivery thereof by instalments. Where there is a contract for the sale of goods to be delivered by stated instalments, which are to be separately paid for, and the seller makes defective deliveries in respect of one or more instalments, or the buyer neglects or refuses to take delivery of or pay for one or more instalments, it is a question in each case depending on the terms of the contract and the circumstances of the case whether the breach of contract is a repudiation of the whole contract or whether it is a severable breach giving rise to a claim for compensation but not to a right to treat the whole contract as repudiated. Where, in pursuance of a contract of sale, the seller is authorised or required to send the goods to the buyer, delivery of the goods to a carrier, whether named by the buyer or not, for the purpose of transmission to the buyer is *primâ facie* deemed to be a delivery of the goods to the buyer. Unless otherwise authorised by the buyer the seller must make such contract with the carrier on behalf of the buyer as may be reasonable, having regard to the nature of the goods and the other circumstances of the case. If the seller omit so to do, and the goods are lost or damaged in course of transit, the buyer may decline to treat the delivery to the carrier as a delivery to himself, or may hold the seller responsible in damages. Unless otherwise agreed, where goods are sent by the seller to the buyer by a route involving sea transit, under circumstances in which it is usual to insure, the seller must give such notice to the buyer as may enable him to insure them during their sea transit, and if the seller fails to do so, the goods are deemed to be at his risk during such sea transit. Where the seller of goods agrees to deliver them at his own risk at a place other than where they are when sold, the buyer must nevertheless, unless otherwise agreed, take any risk of deterioration in the goods necessarily incident to the course of transit. If goods are delivered to the buyer which he has not previously examined, he is not deemed to have accepted them unless and until he has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract. Unless otherwise agreed, when the seller tenders delivery of goods to the buyer, he is bound, on request, to afford the buyer a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract. The buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them, or when

the goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller, or when after the lapse of a reasonable time he retains the goods without intimating to the seller that he has rejected them. Unless otherwise agreed, where goods are delivered to the buyer and he refuses to accept them, having the right to do so, he is not bound to return them to the seller, but it is sufficient if he intimates to the seller that he refuses to accept them. When the seller is ready and willing to deliver the goods, and requests the buyer to take delivery, and the buyer does not within a reasonable time after such request take delivery of the goods, he is liable to the seller for any loss occasioned by his neglect or refusal to take delivery, and also for a reasonable charge for the care and custody of the goods. But this rule does not affect the rights of the seller where the neglect or refusal of the buyer to take delivery amounts to a repudiation of the contract.

Rights of unpaid seller against the goods.—*Unpaid seller defined.*—The seller of goods is deemed to be an "unpaid seller" within the meaning of the Sale of Goods Act—(*a*) when the whole of the price has not been paid or tendered; (*b*) when a bill of exchange or other negotiable instrument has been received as conditional payment, and the condition on which it was received has not been fulfilled by reason of the dishonour of the instrument or otherwise. In this connection the term "seller" includes any person who is in the position of a seller, as for instance an agent for the seller to whom a bill of lading has been indorsed, or a consignor or agent who has himself paid, or is directly responsible for, the price. As a general rule, notwithstanding that the property in the goods may have passed to the buyer, the unpaid seller of goods, as such, has by implication of law—(*a*) a lien on the goods or right to retain them for the price while he is in possession of them; (*b*) in case of the insolvency of the buyer, a right of stopping the goods in transitu after he has parted with the possession of them; (*c*) a limited right of resale as set out on page 92. Where the property in goods has not passed to the buyer, the unpaid seller has, in addition to his other remedies, a right of withholding delivery similar to and co-extensive with his rights of lien and stoppage in transitu where the property has passed to the buyer. In Scotland a seller of goods may attach the same while in his own hands or possession by arrestment or poinding; and such arrestment or poinding has the same operation and effect in a competition or otherwise as an arrestment or poinding by a third party. *Unpaid seller's lien.*—The unpaid seller of goods who is in possession of them is entitled, as a rule, to retain possession of them until payment or tender of the price in the following cases, namely:—(*a*) Where the goods have been sold without any stipulation as to credit; (*b*) where the goods have been sold on credit, but the term of credit has expired; (*c*) where the buyer has become insolvent. The seller may exercise his right of lien notwithstanding that he is in possession of the goods as agent or bailee or custodian for the buyer. Where an unpaid seller has made part delivery of the goods, he may exercise his right of lien or retention on the remainder, unless such part delivery has been made under such circumstances as to show an agreement to waive the lien or right of retention. The unpaid seller of goods loses his lien or right of detention thereon—(*a*) when he delivers the goods to a carrier or other bailee or custodier for the purpose

of transmission to the buyer without reserving the right of disposal of the goods; (*b*) when the buyer or his agent lawfully obtains possession of the goods; (*c*) by waiver thereof. The unpaid seller of goods having a lien or right of retention thereon, does not lose his lien or right of detention by reason only that he has obtained judgment or decree for the price of the goods. *Stoppage in transitu.* — As a general rule, when the buyer of goods becomes insolvent, the unpaid seller who has parted with the possession of the goods has the right of stopping them in transitu; that is to say, he may resume possession of the goods as long as they are in course of transit, and may retain them until payment or tender of the price. Goods are deemed to be in course of transit from the time when they are delivered to a carrier by land or water, or other bailee or custodier for the purpose of transmission to the buyer, until the buyer or his agent in that behalf takes delivery of them from such carrier or other bailee or custodier. If the buyer or his agent in that behalf obtains delivery of the goods before their arrival at the appointed destination, the transit is at an end. If, after the arrival of the goods at the appointed destination, the carrier or other bailee or custodier acknowledges to the buyer or his agent that he holds the goods on his behalf and continues in possession of them as bailee or custodier for the buyer or his agent, the transit is at an end, and it is immaterial that a further destination for the goods may have been indicated by the buyer. If the goods are rejected by the buyer, and the carrier or other bailee or custodian continues in possession of them, the transit is not deemed to be at an end, even if the seller has refused to receive them back. When goods are delivered to a ship chartered by the buyer it is a question depending on the circumstances of the particular case whether they are in the possession of the master as a carrier or as agent to the buyer. Where the carrier or other bailee or custodier wrongfully refuses to deliver the goods to the buyer or his agent in that behalf, the transit is deemed to be at an end. Where part delivery of the goods has been made to the buyer or his agent in that behalf, the remainder of the goods may be stopped in transitu, unless such part delivery has been made under such circumstances as to show an agreement to give up possession of the whole of the goods. The unpaid seller may exercise his right of stoppage in transitu either by taking actual possession of the goods, or by giving notice of his claim to the carrier or other bailee or custodier in whose possession the goods are. Such notice may be given either to the person in actual possession of the goods or to his principal. In the latter case the notice, to be effectual, must be given at such time and under such circumstances that the principal by the exercise of reasonable diligence may communicate it to his servant or agent in time to prevent a delivery to the buyer. When notice of stoppage in transitu is given by the seller to the carrier, or other bailee or custodier in possession of the goods, he must redeliver the goods to, or according to the directions of, the seller. The expenses of such redelivery must be borne by the seller.

Resale by buyer or seller.—Generally speaking, the unpaid seller's right of lien or detention or stoppage in transitu is not affected by any sale or other disposition of the goods which the buyer may have made, unless the seller has assented thereto. But where a document of title to goods has been lawfully transferred to any person as buyer or owner of the goods, and that

person transfers the document to a person who takes the document in good faith and for valuable consideration, then, if such last-mentioned transfer was by way of sale the unpaid seller's right of lien or retention or stoppage in transitu is defeated; and if such last-mentioned transfer was by way of pledge or other disposition for value, the unpaid seller's right of lien or retention or stoppage in transitu can only be exercised subject to the rights of the transferee. Subject to the provisions in this paragraph a contract of sale is not rescinded by the mere exercise by an unpaid seller of his right of lien or retention or stoppage in transitu. Where an unpaid seller who has exercised his right of lien or retention or stoppage in transitu resells the goods, the buyer acquires a good title thereto as against the original buyer. And where the goods are of a perishable nature, or where the unpaid seller gives notice to the buyer of his intention to resell, and the buyer does not within a reasonable time pay or tender the price, the unpaid seller may resell the goods and recover from the original buyer damages for any loss occasioned by his breach of contract. Where the seller expressly reserves a right of resale in case the buyer should make default, and on the buyer making default resells the goods, the original contract of sale is thereby rescinded, but without prejudice to any claim the seller may have for damages.

Actions for breach of the contract.—*Remedies of the seller.*—Where under a contract of sale the property in the goods has passed to the buyer, and the buyer wrongfully neglects or refuses to pay for the goods according to the terms of the contract, the seller may maintain an action against him for the price of the goods. Where under a contract of sale the price is payable on a day certain, irrespective of delivery, and the buyer wrongfully neglects or refuses to pay such price, the seller may maintain an action for the price, although the property in the goods has not passed and the goods have not been appropriated to the contract. This does not prejudice the right of the seller in Scotland to recover interest on the price from the date of tender of the goods, or from the date on which the price was payable, as the case may be. Should the buyer wrongfully neglect or refuse to accept and pay for the goods, the seller may maintain an action against him for damages for non-acceptance. The measure of damages is the estimated loss directly, and naturally resulting in the ordinary course of events from the buyer's breach of contract. Accordingly, where there is an available market for the goods in question, the measure of damages is *primâ facie* to be ascertained by the difference between the contract price and the market or current price at the time or times when the goods ought to have been accepted, or if no time was fixed for acceptance, then at the time of the refusal to accept. *Remedies of the buyer.*—If the seller wrongfully neglects or refuses to deliver the goods to the buyer, the latter may maintain an action against the seller for non-delivery. The measure of damages is the estimated loss directly, and naturally resulting in the ordinary course of events from the seller's breach of contract. And so, where there is an available market for the goods in question, the measure of damages is *primâ facie* ascertained by the difference between the contract price and the market or current price of the goods at the time or times when they ought to have been delivered, or if no time was fixed, then at the time of the refusal to deliver. In any action for breach of contract to deliver specific or ascertained goods the Court may, if it thinks fit, on the

application of the plaintiff, by its judgment or decree, direct that the contract shall be performed specifically, without giving the defendant the option of retaining the goods on payment of damages. The judgment or decree may be unconditional, or upon such terms and conditions as to damages, payment of the price, and otherwise, as to the Court may seem just, and the application by the plaintiff may be made at any time before judgment or decree. These provisions with reference to remedies of the buyer are supplementary to and not in derogation of the right of specific implement in Scotland.

In the case of a breach of warranty by the seller, or where the buyer elects, or is compelled, to treat any breach of a condition on the part of the seller as a breach of warranty, the buyer is not by reason only of such breach of warranty entitled to reject the goods. But he may (*a*) set up against the seller the breach of warranty in diminution or extinction of the price; or (*b*) maintain an action against the seller for damages for the breach of warranty. The measure of damages for breach of warranty is the estimated loss directly and naturally resulting, in the ordinary course of events, from the breach of warranty. In the case of breach of warranty of quality such loss is *primâ facie*, the difference between the value of the goods at the time of delivery to the buyer and the value they would have had if they would have answered to the warranty. The fact that the buyer has set up the breach of warranty in diminution or extinction of the price does not prevent him from maintaining an action for the same breach of warranty if he has suffered further damage. This does not prejudice or affect the buyer's right of rejection in Scotland, and nothing in the Sale of Goods Act affects the right of the buyer or the seller to recover interest or special damages in any case where by law interest or special damages may be recoverable, or to recover money paid where the consideration for the payment of it has failed.

Miscellaneous.—*Payment into Court in Scotland when breach of warranty alleged.*—In Scotland where a buyer has elected to accept goods which he might have rejected, and to treat a breach of contract as only giving rise to a claim for damages, he may, in an action by the seller for the price, be required, in the discretion of the Court before which the action depends, to consign or pay into Court the price of the goods, or part thereof, or to give other reasonable security for the due payment thereof. *Auction sales.*—In the case of a sale by auction—(1) Where goods are put up by auction in lots, each lot is *primâ facie* deemed to be the subject of a separate contract of sale. (2) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in other customary manner. Until such announcement is made any bidder may retract his bid. (3) Where a sale by auction is not notified to be subject to a right to bid on behalf of the seller, it is unlawful for the seller to bid himself or to employ any person to bid at such sale, or for the auctioneer knowingly to take any bid from the seller or such person. Any sale contravening this rule may be treated as fraudulent by the buyer. A sale by auction may be notified to be subject to a reserved or upset price, and a right to bid may also be reserved expressly by or on behalf of the seller. Where a right to bid is expressly reserved, but not otherwise, the seller, or any one person on his behalf, may bid at the auction.

SALVAGE is a term used in marine and fire insurance to denote a thing saved from the loss insured against. In this article the word is used, in another usual sense, to denote the recompense paid for saving a risk at sea. It also means the services rendered in the course of saving such a risk. Where services are rendered wholly or in part within British waters in saving life from a British or foreign vessel, or elsewhere in saving life from a British vessel (and, in cases where a foreign government agrees, from any vessel of that country), there is payable to the salvor, or person rendering the services, by the owner of the vessel, cargo, or apparel saved, a reasonable amount of compensation called "salvage." Salvage for the preservation of life is payable in priority to other claims for salvage. Salvage is also payable for assisting a vessel wrecked, stranded, or in distress at any place on or near the coasts of the United Kingdom or any tidal water within its limits, or saving the cargo or apparel of that vessel. *Procedure in salvage.*—Disputes as to salvage when not otherwise settled may in some cases be determined summarily, and in these cases are referred to a Court or arbitrators. In most cases an appeal lies. Where a dispute arises the receiver of wrecks of the district may appoint a valuer to value the property, and he is required to give a copy of the valuation to both parties. Where salvage is due the receiver generally detains the vessel, cargo, apparel, or wreck until payment is made, and in some cases may sell the detained property. A salvor may voluntarily abandon his lien upon a ship, cargo, and property alleged to be salved. Where the amount of salvage payable is less than £200, and a dispute arises as to the apportionment thereof among several claimants, the person liable to pay the amount may pay it to the receiver, who apportions it amongst the persons so entitled. In other cases any Court having Admiralty jurisdiction may apportion the salvage money. *See* WRECKS.

SAMPLES.—The law relating to sale by sample is noticed in the article on the SALE OF GOODS; and some details of the customs regulations in certain foreign countries and of the British Colonies as to the admission therein of travellers' samples is given in the article on FOREIGN COMMERCIAL TRAVELLING. In this article will be first noticed the British customs restrictions upon the importation and exportation samples and patterns; then will be given an outline of some of the regulations concerning the taking of samples of goods in bond in the United Kingdom; and finally, the opportunity will be seized to refer, very slightly, to the subject of sample museums.

Importation and exportation of travellers' samples and patterns.—*Importation.* — Samples and patterns introduced into this country from most foreign states by commercial travellers who themselves accompany them, may be admitted duty free, even though they are of a character properly subject to duty. Certain conditions must be complied with, however; and in particular it is necessary that the articles do not bear any marks in contravention of the Merchandise Marks Act. At the place of the importation of the articles the customs officers ascertain the amount of duty with which they are chargeable, and that amount must either be deposited by the importer at the Custom House in money, or he may give a bond therefor. Where a bond with sureties is given, the importer must be the principal party to it. Then, in order that the goods may be identified, each separate

pattern or sample is, as far as possible, marked by a stamp or seal. And, finally, a permit or certificate is given to the importer. This document contains :—(*a*) A list of the patterns or samples, specifying their nature and also their identifying marks; (*b*) a statement of the duty chargeable, and whether the amount thereof has been deposited or a security therefor been given ; (*c*) a statement showing the manner in which the patterns or samples were marked ; and (*d*) the appointment of a period, not exceeding twelve months, at the expiration of which, unless it is proved that the samples or patterns have been previously re-exported or placed in bond, the amount of duty deposited will be forfeited or the security realised. No charge is made for this permit or certificate, or for marking for identification. The patterns or samples may be re-exported through the Custom House through which they were imported, or through any other. If before the expiration of the specified period the patterns or samples are presented at any Custom House for re-exportation, or to be placed in bond, the officers certify the re-exportation or deposit in bond and refund the deposited duty or discharge the security.

Exportation.—In order to export dutiable patterns or samples, a specification in duplicate should be made out in the usual form by the exporter. This specification must always contain an inventory of the articles, specifying their nature, number, quantity, marks, &c., and all such particulars as may be necessary and proper for their identification on return to this country. It is handed to the collector at the port of examination and shipment, and the articles having been examined and shipped, both parts are signed by the customs' officer, who hands one to the exporter, or the person having the custody of the articles, to be by him produced and given up for cancellation on their return. The second copy is filed by the authorities for purposes of reference. On being brought back to this country, and their identity being established by reference to the duplicate specification, the articles can be landed with but little further formality. But they will be detained for identification if landed at a port other than that at which they were exported. A declaration must be made when bringing back any samples of free goods made in the United Kingdom when they bear British marks and the name of the manufacturer for whom the traveller is agent.

Of bonded goods.—*Wet goods.*—The excise authorities are entitled to take official samples, for the purpose of ascertaining the strength, of wet goods in a bonded warehouse. Certain regulations are prescribed in connection therewith. The proprietor of the goods can take one sample of 0·1 gall., duty free, from each original cask of wines and spirits (except perfumed spirits); but as to spirits, from a cask containing not less than 20 gallons or of less but legal size, one sample may be taken from only every two casks of each mark. A like sample may be taken from each 20-gallon cask of British plain spirits, provided it has not been previously sampled. Wines and spirits previously sampled which have been vatted or blended are allowed a further free sample to represent the entire parcel, but, saving this exception, all subsequent samples are chargeable with duty at certain specified rates. Proprietors are not allowed duty free samples from casks of British compounded spirits or liqueurs, or rectified spirits of wine. If wines have been fortified, or if wines or spirits have been vatted or blended before the

THE WORK OF THE POST OFFICE

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LIKE all Government departments, the Post Office is sometimes abused for the *quality* of its work. This fault-finding may be just or unjust, but when we look at the *quantity* of the work done by the Post Office, there can be no two opinions as to the stupendous results that are produced by the gigantic social and commercial machine that daily grinds for the nation at Saint Martin's-le-Grand, London.

During the year ended 31st March 1909, the most recent year for which the facts have been published, there were 208,000 persons employed in the Post Office. This means that one person in every 216 of the population of the United Kingdom assists in the all-important work of postal and telegraphic communication. The wages bill for 1909 was nearly 12 millions sterling, (say) £226,000 per week, or over £37,000 per working day. This wages bill includes the Telephone Service.

The postal deliveries in the United Kingdom only, not including letters, &c., sent abroad, for the year ended 31st March 1909, were as follows :—

Postal Packets Delivered.	Number.	Average No. per Head of Population.
	Millions.	
Letters	2907	65.1
Halfpenny Packets	953	21.3
Postcards	860	19.3
Newspapers	202	4.5
Parcels *	113	2.5
Total	5035	112.7

* These parcels include also parcels sent abroad.

Each member of the population received, on the average, 112 postal packets in the year, and we have to bear in mind that this average result includes all children and other persons who rarely receive any letters.

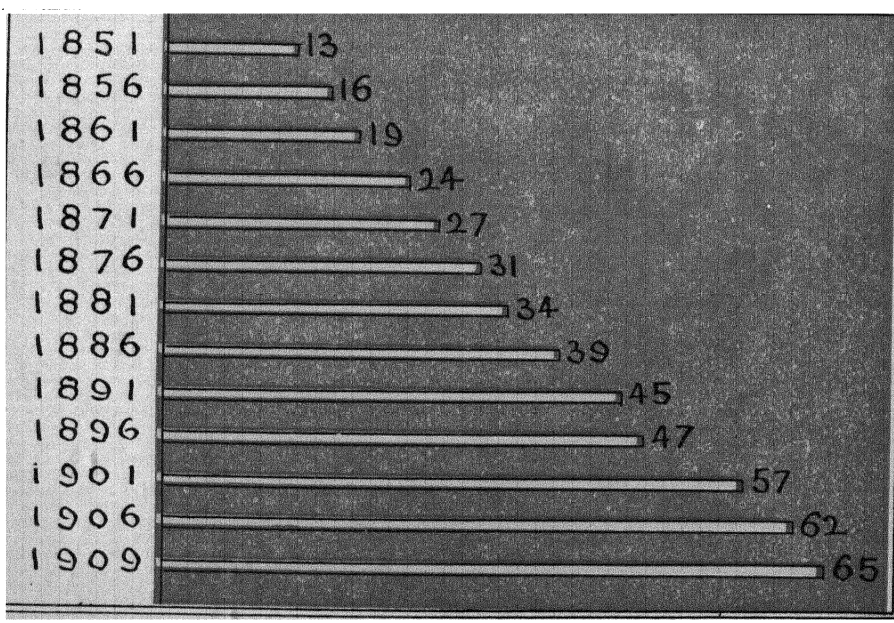
Gradual growth does not arrest public attention to the degree that scientific discovery or mechanical development strikes upon the country's sense. To illustrate the growth in the work of the Post Office, I now show a statement I have compiled covering the last fifty-eight years, in respect of the yearly number of letters (only) delivered in the United Kingdom per head of population :—

AVERAGE NUMBER OF LETTERS (ONLY) DELIVERED YEARLY IN THE UNITED KINGDOM PER HEAD OF POPULATION.

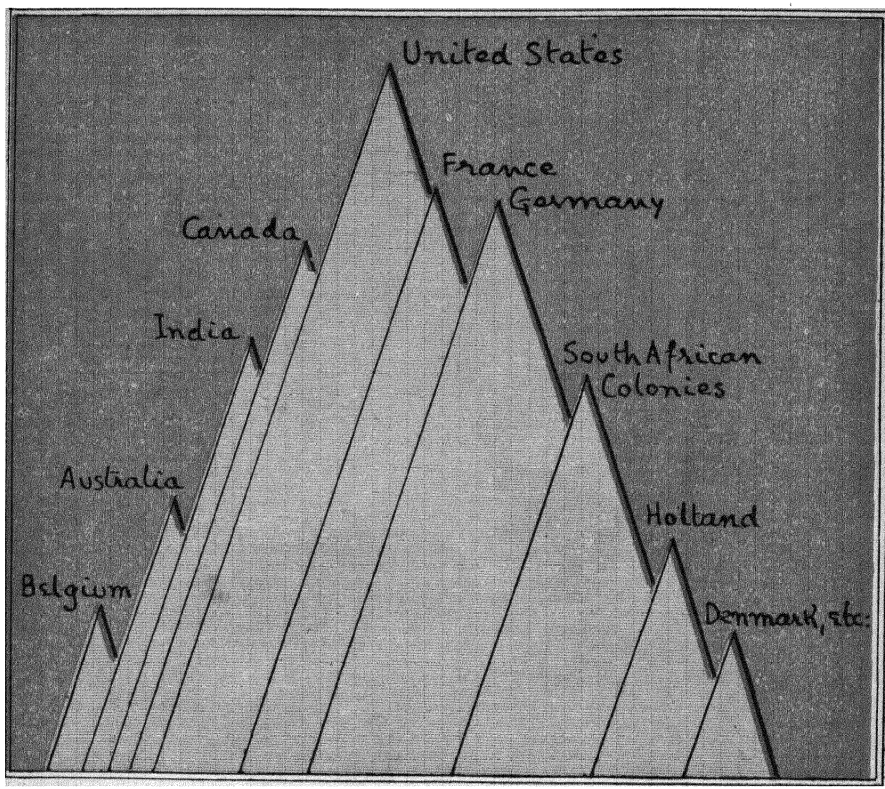
Year.	Number.
1850–51	13
1855–56	16
1860–61	19
1865–66	24
1870–71	27
1875–76	31
1880–81	34
1885–86	39
1890–91	45
1895–96	47
1900–01	57
1905–06	62
1908–09	65

It is not easy to realise the immense significance of the little column of figures in the above table, which shows a growth, in the average number of letters per head of population, from 13 letters in the year 1850–51 to 65 letters in the year 1908–09. A fivefold growth, and this despite the great increase in population. It is a remarkable proof of social and commercial activity, and it is both a cause and an effect of the great development of the nation during the last sixty years.

We will now look outside these islands and see



Fifty-eight Years' Growth, 1851–1909, in the average yearly number of Letters (only) delivered in the United Kingdom per Head of Population



Letters and Postcards (only) despatched from the United Kingdom to various Countries
The weight of Letters and Postcards is represented by the height of the peaks. See the Table in the next page.

what our Post Office is doing for us as regards intercourse with the continents of the world. The letters, postcards, and other postal packets exchanged between the United Kingdom and other parts of the world are reckoned by weight, and the following table gives a summary of the facts for the year 1908 (excluding parcels):—

Continent.	Weight of the Letters, Postcards, and other Postal Packets exchanged between the United Kingdom and the Continents of the World in the Year 1908.		The Percentage received into the United Kingdom for every 100 tons despatched from the United Kingdom.	
	Despatched from the United Kingdom.	Received into the United Kingdom.	Despatched.	Received.
	Tons.	Tons.	Per Cent.	Per Cent.
1. Europe. .	4322	2416	100	56
2. America .	4462	2138	100	48
3. Asia. . .	2453	475	100	19
4. Africa . .	1724	353	100	20
5. Australasia	1331	568	100	43
Total . .	14,292	5950	100	42

The weight of the letters, &c., exchanged with the various continents was, we see, 20,242 tons. This means 389 tons per week, or 65 tons per working day. As might be expected, our biggest correspondent is Europe, with America second, and Australia last on the list. Asia and Africa are nearly equal. In each case we despatched much more correspondence than we received, and the percentages in the table show this feature very clearly. For every 100 tons of letters, &c., which we despatched, only 42 tons were received by us. Europe sent us 56 tons for every 100 tons sent by us to Europe, and thus Europe was our best correspondent relatively, as well as in actual bulk of correspondence. Asia was our worst correspondent, sending us only 19 tons for every 100 tons we sent to Asia.

With regard to individual countries, and looking at letters and postcards only, our despatches to

foreign countries, &c., were in the following order of importance :—

LETTERS AND POSTCARDS DESPATCHED FROM THE UNITED KINGDOM.

Country.	Per Year.	Per Day.
	Lbs.	Lbs.
1. United States	507,000	1389
2. France	419,000	1148
3. Germany	410,000	1123
4. Canada	380,000	1041
5. India	311,000	852
6. South African Colonies	284,000	778
7. Australian Commonwealth	196,000	537
8. Holland	169,000	463
9. Belgium	117,000	320
10. Denmark, Norway, Sweden	100,000	274
Total	2,893,000	

The above are the ten leading countries in the list of despatches of letters and postcards from the United Kingdom, and the United States is at the head of the list of countries to which we send letters.

With regard to countries that send letters to the United Kingdom, the list is as follows :—

LETTERS AND POSTCARDS RECEIVED BY THE UNITED KINGDOM.

Country.	Per Year.	Per Day.
	Lbs.	Lbs.
1. United States	537,000	1471
2. Germany	448,000	1227
3. France	383,000	1049
4. Canada	319,000	874
5. India	206,000	564
6. South African Colonies	182,000	499
7. Holland	118,000	323
8. Australian Commonwealth	109,000	299
9. Belgium	95,000	260
10 Denmark, Norway, Sweden	74,000	203
Total	2,471,000	

The "per day" results in the two foregoing statements are the average results per day throughout the year, week-days and Sundays—not the results for mail-days only. And, as stated, these figures refer to letters and postcards only. The circulars, book-packets, &c., are greatly in excess of the above-stated letter correspondence between the United Kingdom and other countries.

The United States and Germany each send to us more letters and postcards than we send to each of these countries. But, as regards the other separate countries named above, we send to each of them more letters and postcards than each of them sends to us.

The Money Order and Postal Order business of the Post Office is very large. During 1908-09 the number and value of these Orders issued were as follows :—

	No.	Value.	Average Value of each Order
	Mills	Mill £	£ s. d.
Money Orders	13 38	48 14	3 11 11
Postal Orders (6d. to 21s.)	119 28	46 21	0 7 9
Total	132.66	94 35	

More than one hundred and thirty millions of money orders and postal orders were issued in one year, whose value was over 94 millions sterling. In addition to this huge financial business of the Post Office, the Post Office Savings Bank received in the year more than 18 million deposits, value nearly 45 millions sterling, and there were nearly 10 million withdrawals, value over 45 millions sterling The amount standing to the credit of depositors at the end of the year was 160 millions sterling, and as there were over 11 millions of depositors, the average amount was £14, 11s. 5d. each. The proportion to population of depositors in the Post Office Savings Bank is approximately 1 in 4 of the whole population of the United Kingdom.

J. HOLT SCHOOLING.

free samples have been drawn, they may be sampled after the operation to the extent of one free sample for each original cask of not less content, in the case of British spirits, than 20 gallons; except when the resulting number of casks is less, when only one sample from each such cask may be taken. No free sample is allowed from wines or spirits imported in bottle; and such bottles as are opened by the officers, for the purposes of examination, are to be returned to their respective cases when done with. When such wines and spirits are sampled by the proprietor, duty must be paid on the samples at the proportionate rate. When wines or spirits have been bottled in warehouse, one or two bottles may be taken from each parcel as samples on payment of the duty thereon. A written request, in duplicate, must be made by the proprietor to the warehouse-keeper before samples can be taken.

Dry goods.—Tobacco.—The importer or proprietor of tobacco or cigars may have a 4-lb. sample from each package, or a 2-lb. sample in the case of Cavendish or Negrohead; but a further quantity may be allowed on application. The samples may be returned, or exported from the warehouse by parcel post under certain conditions. Further samples, up to four, may be allowed upon the return, or exportation, of the previous ones.

Tea.—First or landing samples may be taken for the merchant not exceeding 2 lbs. weight from each bed, either before or after weighing. In the case of exportation from London, the return of the first samples is not required, and no claim for duty is made in respect thereof. Second and subsequent samples may be granted on the following conditions, viz.: That prior to the delivery of such second or subsequent samples, an equal quantity of tea of a similar description be deposited, if practicable, in the sampled package previously to its being fastened down after each sale; or if that be impracticable, that the same be placed in a bag or package belonging to the merchant, and be retained in a secure place in the warehouse under the Crown's lock in charge of the officer, who is to keep a record of the tea in a book to be provided for that purpose; and all such accumulated samples of tea in such merchant's bag or package shall, at the end of each year, be cleared by the merchant or warehouse-keeper, either for home use or for exportation. In London, upon due notice in writing being given to the surveyor, first samples may be drawn at the place of landing from two packages out of every bed of tea landed at any dock for removal by lighter, or in locked vans, to any up-town warehouse. The samples are to be drawn under the supervision of the officer, who causes the sampled packages to be distinctly marked, and to transmit to the officer at the warehouse in which the tea is to be deposited an account of such packages and the weights of the samples taken, in order that the proper weight of the entire package may be recorded in the landing account.

Coffee, cocoa, and chicory.—First samples may be drawn for the merchant either before or after weighing, not exceeding, in the case of coffee, the following scale: For piles of casks or tierces not exceeding 5 packages, 2 lbs. per package; not exceeding 40 packages, 1½ lbs. per package; exceeding 40 packages, 1 lb. per package. For piles of cases or barrels not exceeding 10 packages, 1 lb. per package; exceeding 10 packages, 12 oz. per package. For piles of bags not exceeding 150 bags, 8 oz. per bag; not exceeding

300 bags, 6 oz. per bag; exceeding 300 bags, 4 oz. per bag. The weight of sample of cocoa or chicory may be at the merchant's discretion. Second and subsequent samples may be taken for the merchant from the goods in warehouse after the account has been taken for the Crown, and in the event of the goods being exported no claim for duty is made in respect of such samples. The surveyor or supervisor exercises a supervision which checks the undue grant of samples. No more coffee should be drawn as samples than is authorised and requested by the owners.

Dried fruit.—First samples are drawn for the merchant under the like regulations as to coffee. They may be drawn at the place of landing, on written notice being given to the surveyor. Second and subsequent samples may also be drawn for the merchant. In the case of raisins, figs, &c., imported in packages containing internal boxes—an entire box, the weight of which is recorded in the landing account, being usually taken as a sample—no sampling order is required, the duty being claimed on any boxes not produced at the time of closing the account or at stocktaking.

Museums.—The typical sample museum is that known as the Philadelphia Commercial Museum. This remarkable institution, maintained by the city of Philadelphia and by private subscriptions from business firms, though devoted to the general extension of international commerce, has as its primary object the promotion of the foreign trade of America. There exist similar institutions in some few other countries, their value being in proportion to the commercial genius of the respective nations. Of these the museums at Vienna and Brussels may be particularly mentioned. London, too, has now established one. But the museum in Philadelphia undoubtedly stands first, having even a more extensive reputation in foreign countries than at home. To the British reader, however, its title is not sufficiently suggestive, for the word museum is here too intimately associated with the idea of a mere repository for material exhibits. The Commercial Museum is something more than this. It is not only a museum in the restricted sense of the term, but also a bureau of information; and the museum department is essentially subsidiary to the other—the collections therein being used to illustrate and extend the information that the institution supplies. In carrying on its work the museum has the support of an Advisory Board, comprising representatives of the leading Chambers of Commerce, and similar organisations in the United States as well as in foreign countries. It has also the benefit of the advice of an honorary diplomatic board, comprising the ministers of many of the foreign countries accredited to the United States. It is in constant communication with over 20,000 foreign correspondents, and in incidental communication with over 65,000, through whom it keeps in touch with every possible phase of international commerce. In the museum are extensive and systematically arranged collections of trade samples representative of both manufactured articles and raw produces. The consuming capacity of any given country can be seen from the samples of the goods that are most saleable there, the samples being actually selected from the market by experts. Textiles, hardware, clothing, household goods, cutlery, provisions—everything that is imported—are represented in these collections; and with each sample is found full information as to place of manufacture, price, terms of sale, distribution, &c. The museum having thus exhibited consuming capacity, it proceeds to deal with producing capacity by means of collections of natural products so arranged as to show at a glance what is produced by any given country, and what that country has to offer by way of a return trade. These collections are made practically

useful by scientific laboratories in which complete tests are made, with special reference to the industrial value of any given product. And the advantages of the institution in this connection are practically thrown open to all the world, for merchants in any country are at liberty to send samples of exportable products in order to obtain a report on their usefulness for the American market. It is therefore no fault of the American commercial world if foreign manufacturers and merchants refrain from an endeavour to sell goods there because of a lack of knowledge of American needs. A producer or exporter abroad, an importer, retailer or selling-agent in some far-off land—all these can apply, equally with a manufacturer or merchant in the United States, for the impartial advice of this institution, even though to give that advice it is necessary that investigations are pursued in the very ends of the earth. As a bureau of information it collects and disseminates all facts of practical value to men of business. In connection with all foreign countries, it reports not only on the general standing and changes of condition of business firms and on trade conditions and developments generally, but also on the disposition and fitness of firms to handle particular agencies and business, and on new developments offering profit to idle capital.

International Commercial Congress.—In 1899 the museum arranged for an International Commercial Congress. This was held in that year at Philadelphia, upon an invitation, transmitted by the Government of the United States to various foreign governments, for an exchange of information and opinions with the view to the promotion of international trade. This invitation met with general and cordial acceptance, and the Congress proved to be of great practical importance from the fact that it developed a general recognition of the inter-dependence of nations in trade and a most gratifying spirit of accommodation with reference to the gradual removal of existing impediments in reciprocal relations without injury to the industrial interests of either party. Great Britain was represented by, amongst others, a delegate from the government and delegates from the London Chamber of Commerce. The "Proceedings" of the Congress have since been published, forming a valuable repertory of commercial knowledge.

SAVINGS BANKS, as to trustee savings banks, are regulated by the Trustee Savings Banks Acts, 1863 to 1891, and, as to the post-office savings banks, by the Post-Office Savings Banks Acts, 1861 to 1891.

Trustee savings banks.—The law on this subject is much too extensive to be set out with any degree of detail in the limits of such an article as this, and accordingly nothing more will be attempted than merely an indication of its principal features. Section 2 of the Act of 1863 affords a definition of a savings bank as an "institution in the nature of a bank to receive deposits of money for the benefit of the persons depositing the same, to accumulate the produce of so much thereof as shall not be required by the depositors, their executors, or administrators, at compound interest, and to return the whole or any part of such produce and the produce thereof to the depositors, their executors, or administrators (deducting out of such produce so much as shall be required for the necessary expenses attending the management of such institution), but deriving no benefit whatsoever from any such deposit or the produce thereof." Institutions which come within this definition are entitled to the privileges and benefits of the Acts, but they are required to conform to certain special rules and regulations for their management. A savings bank is bound to have trustees and managers, and it would seem that these officers alone constitute the institution as recognised

by the law. But a trustee or manager does not incur any personal liability except—(1) for moneys actually received by him on account of or for the use of his bank, and not paid over and disposed of in the manner directed by the rules; (2) for neglect or omission in complying with the rules and regulations required to be adopted in the maintenance of checks, the audit and examination of accounts, the holding of meetings and keeping minutes of proceedings thereat; and (3) for neglect or omission in taking security from the officers of the bank. A trustee savings bank is not allowed to describe itself in any manner importing that the Government is responsible or liable to depositors for money placed in the safe keeping of the bank; nor may it bear any title other than that of "savings bank certified under the Act of 1863," with such additional local description, if any, as may be required for the sake of distinctiveness. Its funds must be invested in the Banks of England or Ireland in the names of the commissioners for the reduction of the National Debt, but, subject to special regulations, this stipulation does not prevent the trustees from receiving money to be applied in any other manner. The interest accruing to depositors may be calculated yearly or twice a year, and carried to their credit as principal. Minors, married women, friendly and charitable societies, penny banks and trustees may be depositors. The following limitations to the amount of deposits are imposed by the Act of 1891:—(1) No deposit can be received which makes the sum standing in the name of any depositor in the bank exceed £200; (2) interest is payable in full on the sum standing in the name of a depositor so long as it does not exceed £200, but whenever the sum standing in the name of a depositor exceeds that amount, interest is not allowed on any sum in excess of £200; (3) notwithstanding any restriction on the amount to be deposited in any one year, a depositor may, not more than once in any savings bank year, deposit money to replace money previously withdrawn in one entire sum during that year. The expression "savings bank year" means the year ending the 20th November.

Post-Office Savings Bank.—There are more than 14,000 post-office savings banks open every week-day, not merely for the receipt of ordinary deposits and the payment of withdrawals, but also as agencies through which depositors may invest money in the funds, or insure their lives, with Government security, or buy life annuities to be paid to them by the Government through the post-office savings bank. *Deposit book may be used at any post-office savings bank.*—A person can only have one savings bank account at one time, but when he has opened an account and obtained a deposit book, he can use his book to deposit or withdraw at any post-office savings bank that may be convenient to him, and one book is sufficient for all purposes. *How to open an account with or without attendance at a post office.*—Any person who wishes to become a depositor may call at a post-office savings bank and sign the usual declaration form to the effect that he has no savings bank account already open. His money will then be received, an account will be opened, and he will be supplied with a deposit book. If a person cannot conveniently call at the office himself, a friend can obtain the form for him from the Postmaster (who will explain how it should be signed), and can afterwards present the declaration together with the money to be deposited. The book will then be handed to the friend to be given to the depositor, whose signature should be obtained within it. This arrangement will be found very convenient where it is desired to open accounts for several persons

without troubling them to go to a post office. *Separate accounts for members of the same family.*—Husband and wife may have separate accounts. Children over the age of seven years may also open accounts on their own behalf; and the parents or friends of children under that age may open accounts for them. *Trust accounts and joint accounts.*—A person may open an account as trustee for another person, if the latter is not already a depositor; and two or more persons who are not depositors may open an account in their joint names. In either of these cases if one of the parties should die, the money would be payable to the survivors or survivor. *Ordinary deposits—to what extent they may be made.*—Any sum from a shilling upwards, excluding pence, may be deposited at one time, and any number of deposits may be made in the course of a year (ending 31st December) up to a limit of £50. Beyond this a person can only make ordinary deposits if he has withdrawn money during the year and wants to put it back. In that case he is allowed to replace one such withdrawal during the year, and this he may do either in one sum or by instalments. When a person has £200 on his deposit account he is not at liberty to make any further ordinary deposit until he has reduced the amount. *Savings of less than a shilling.*—For the assistance of children and others unable to save more than a few pence at a time, forms are provided to which stamps can be affixed, till they amount to a shilling in value, when they are accepted for deposit. Perforated stamps cannot be accepted. These forms may be obtained without charge at any post office. Special facilities for saving pence are afforded to children attending elementary schools. *Interest* on ordinary deposits is allowed at the rate of £2, 10s. per cent. per annum on every complete pound up to £200. It is added every year while an account is open. If by such addition the balance is raised above £200, the excess, when it amounts to £5, is invested in Government stock for the depositor, unless he directs otherwise. *How to withdraw money.*—A depositor can at any time withdraw part of his deposits, or he can withdraw the whole of them with interest to the end of the previous month. He has only to fill up and sign a notice of withdrawal, which he can obtain at any post-office savings bank, and forward it by post to the Controller, who will send him a warrant which he can present for payment at the post office, together with his book; or if he cannot himself attend there, he can authorise another person to receive the money for him. A form for this purpose can also be obtained at the post office free of charge. Deposits may be withdrawn by telegraph up to £10 in one day, the cost of the necessary telegrams to and from the Controller, Savings Bank, London, being paid by the depositors themselves; and by "return of post" (that is on the day following the date of application) at a less cost for telegraphing, up to £20 in one day. A return of post warrant is addressed to the depositor at the paying office "to be called for" unless other directions are given in the telegram of withdrawal. Application for withdrawal by telegraph should be made between the hours of 9 A.M. and 4 P.M. (Saturdays 9 A.M. and 1 P.M.) at any post-office savings bank, which is also a telegraph office, but payment on the same day cannot be made at offices where telegraph business is restricted to the despatch of telegrams. No application to withdraw the whole or any portion of the amount of a deposit should be made until the acknowledgment of such deposit has been received.

SCOTS LICENSING LAW.—Perhaps the part of the exclusively Scots law that appeals most extensively to both business men and to the general public is that which deals with the trade in excisable liquors. Accordingly it has been deemed wise to give particular attention in this work to the Scots law of licensing. The licensing law in Scotland is now contained in a consolidating and amending statute called the Licensing (Scotland) Act, 1903,

which takes the place of an old and complicated and now generally repealed collection of statute law. Of the Acts contained in this collection the earliest is the Home-Drummond Act, 1828. Then follow the Forbes Mackenzie Act, 1853, the Public Houses Acts Amendment (Scotland) Act, 1862, the Publicans' Certificates Act, 1876, the Publicans' Certificates Amendment Act, 1877, the Public Houses Hours of Closing (Scotland) Act, 1887, the Licensing Amendment (Scotland) Act, 1897, and the Intoxicating Liquors (Sale to Children) Act, 1901, section 49 of the Licensing Act, 1872, and sections 7 and 8 of the Licensing Act, 1874, as extended to Scotland by section 44 of the Inland Revenue Act, 1880, and section 515 of the Burgh Police Act, 1892. In most cases the whole statute is repealed.

Justices' and magistrates' certificates.—*Constitution, powers, and duties of licensing authorities.*—Throughout Scotland there are annually held, for the purpose of granting certificates to persons to keep common inns, alehouses, or victualling houses, to sell excisable liquors by retail, to be drunk or consumed in the premises, two general meetings of the justices of the peace in every county, so long as not divided into districts, as hereinafter mentioned, and also two general meetings of the magistrates of every royal burgh. These meetings are called "the general half-yearly meetings for granting publicans' certificates." But magistrates of royal burghs have no power to grant certificates for inns, alehouses, or victualling houses to be kept beyond the royalty of the burgh, and if any such certificate is granted it is absolutely null and void. In like manner justices have no power to grant certificates for the royalty of any royal burgh, except as hereinafter mentioned; and if any such certificate is granted it is also absolutely null and void. The magistrates of burghs meet for granting and renewing certificates upon the second Tuesday of April and the third Tuesday of October in each year; and the justices of the peace for the counties or districts meet for the like purpose on the third Tuesday of April and the last Tuesday of October in each year. They can respectively adjourn their meetings from time to time as they think fit, during the period of one month next after the date of their first meeting, but no longer.

The justices of the peace of a county assembled at a statutory meeting of quarter-sessions in October may divide the county into districts for licensing purposes, within which the justices assemble for considering and disposing of applications at the times already specified. Notice of the place of meeting appointed, and of the name and address of a clerk or depute-clerk with whom applications and recommendations may be lodged, must be given by advertisement at the church doors of every parish within the district for two several Sundays at least before the first holding of the district meeting so appointed. The justices may, however, at any October meeting, after previous notice by three advertisements published one month before the meeting in a newspaper circulated within the district to be affected by the change proposed to be made, alter or change any district or place of district meeting appointed by them, due notice being given in like manner as aforesaid at every parish church before the next holding of the meeting.

If in any royal burgh there is not a sufficient number of magistrates

present qualified to grant certificates at any time when certificates are appointed to be granted, then the justices of the county in which the royal burgh is situated can grant certificates for the royal burgh at the same time and in the same manner as they can grant them for the county; but any magistrates of the burgh so qualified may in such case act along with such justices in granting the certificates.

Persons interested as justices and magistrates.—No justice or magistrate who is a brewer, maltster, distiller, or dealer in or retailer of ale, beer, spirits, wine, or other excisable liquors, or who is in partnership with any person as a brewer, maltster, distiller, or dealer in or retailer of ale, beer, spirits, wine, or other excisable liquors can lawfully act as a justice or magistrate in the execution of the licensing Acts; nor can any justice or magistrate act in the granting of a certificate when he is the proprietor or tenant of the house or premises in respect of which the certificate is applied for. Everything done by a justice or magistrate in any case in which he is disqualified to act is null and void; and every justice or magistrate who knowingly or willingly offends in these respects incurs a penalty of £50, to be recovered before the sheriff within six calendar months next after the offence has been committed.

The certificate.—At such general or district meetings or at any regular adjournment the justices and magistrates can grant certificates for the year next ensuing, commencing as hereinafter mentioned, to as many persons as they or the major part of them think meet and convenient to keep common inns, alehouses, or victualling houses, within which ale, beer, spirits, wine, and other excisable liquors may, under excise licences, be sold by retail, to be drunk or consumed in the premises. Such justices or magistrates must cause to be delivered to every licensed person a certificate in the prescribed form. All these meetings must be held with open doors. It is not competent to refuse the renewal of a certificate without hearing the party in support of the application for renewal in open court, if he think fit to attend; and there must be at least two justices or magistrates respectively present at such meetings, otherwise the certificate will be void and of no effect. The foregoing, however, does not prevent any person from obtaining a certificate as a grocer for the sale of porter, ale, beer, cyder, or perry, or wines, spirits, or other excisable liquors by retail, but not to be consumed on the premises at the same rate as is exigible for a public-house under the Licensing (Scotland) Act, 1853. It should be noted that a certificate cannot be granted to a blacksmith at his smithy, or at any house occupied by him in its immediate vicinity.

New certificate in counties.—A grant of a new certificate in any county in Scotland, except the counties of the cities of Aberdeen, Dundee, Glasgow, and Edinburgh, is not valid unless confirmed by a standing committee of the justices of the peace for the county (called the county licensing committee).

Proceedings at county licensing committee.—The following provisions have effect with respect to the appointment and proceedings of a county licensing committee:—(1) The justices of the peace in quarter-sessions assembled for each county, except the counties of the cities of Aberdeen, Dundee, Glasgow, and Edinburgh, must annually at the meeting of quarter-sessions held in March, or any adjournment thereof, appoint from among themselves a county

licensing committee, or more than one such committee, and assign to any such committee such area of jurisdiction as they may think expedient. (2) A committee consists of not less than three nor more than twelve members. (3) Its quorum must be three members. (4) Any vacancy thereon arising from death, resignation, or other cause, may from time to time be filled up by the justices of the peace in quarter-sessions by whom the committee is appointed; a person appointed to fill a vacancy must retire from office when the person creating the vacancy would so retire; any such committee may, if a quorum exists, act notwithstanding vacancies thereon. (5) A committee continues in office until another such committee is appointed as hereinbefore mentioned; its members retiring may be reappointed. (6) A committee has power to elect one of their own number to act as chairman during their tenure of office, and until a chairman is appointed, and in case of his absence from any meeting, the committee must elect one of their members present at the meeting to act as chairman of that meeting; and in the event of an equal division of the committee, the chairman has a second vote. (7) The clerk of the peace of the county, and in the case of the upper and middle wards of the county of Lanark the clerk of the peace of the upper ward is by himself or his deputy the clerk of the committee or committees, and also of any joint-committee to be appointed as hereinafter mentioned, in respect of any burgh or part of a burgh situated in the county; and he performs all such duties in relation to any such committee or committees as he is required by law to perform in relation to the justices in quarter-sessions assembled.

New certificates in burghs.—A grant of a new certificate in any burgh in Scotland is not valid unless confirmed by a joint-committee of the magistrates of the burgh and the justices of the peace of the county in which the premises in respect of which the certificate is applied for are situated (hereafter called the joint-committee).

Proceedings of joint-committee.—The following provisions have effect with respect to the appointment and proceedings of a joint-committee:—(1) A joint-committee consists of three justices of the peace of the county in which the burgh is situated, and three magistrates of the burgh, except where by the constitution of the burgh there are only two magistrates therein, in which case the joint-committee consists of two justices and of the two magistrates. (2) Where a burgh is situated partly in one county and partly in one or more other counties, there must be as many joint-committees as there are counties in which the burgh is partly situated; the magistrates appointed to be members of any one of such joint-committees are members of all of them, and subject hereto, the joint-committee for the part of the burgh situated in any county is so appointed, and has the same duties and powers with respect to such part as if the part were a separate burgh within the county. (3) The justices on a joint-committee are appointed by the county licensing committee within whose area of jurisdiction the burgh, or any part thereof for which such joint-committee is to be appointed, is situated; and in the case of the cities or burghs of Aberdeen, Dundee, Glasgow, and Edinburgh, by a general meeting of the justices of the city, called for the second Tuesday of November in each year, and the magistrates on a joint-committee are appointed by the magistrates of the burgh. (4) The

joint-committees for the several burghs are appointed in each year on the second Tuesday in November. (5) The members of a joint-committee are deemed to be appointed for the year succeeding their appointment, and are eligible for reappointment; and if from any cause members have not been appointed in any year to succeed the retiring members, those members continue to act on the joint-committee till their successors are appointed. (6) Any vacancy arising in a joint-committee from death, resignation, or other cause may from time to time be filled up by the magistrates or county licensing committee or justices by whom the person creating the vacancy was appointed; any such joint-committee may, if a quorum exist, act notwithstanding a vacancy thereon, and a person appointed to fill a vacancy must retire from office when the person creating the vacancy would so retire. (7) Where the joint-committee consists of six members the quorum is five; and where it consists of four members the quorum is three. (8) The senior magistrate on a joint-committee present at any meeting is its chairman, and in the event of an equal division of the committee he has a second vote. If the provost or lord provost of a burgh is a member of the joint-committee, he is deemed to be the senior magistrate.

Qualification of justice or magistrate.—No justice or magistrate is qualified to be a member of a county licensing committee or joint-committee of a burgh unless he is qualified to act as justice or magistrate in the execution of the Licensing Acts; and every justice or magistrate who is appointed a member of any such committee not being qualified, if he knowingly or wilfully acts as a member, is liable to a penalty of £50, to be recovered before the sheriff within six calendar months next after the offence has been committed. But no grant of a new certificate duly confirmed is liable to objection on the ground that the magistrates or justices who granted and confirmed it, or any of them, were not qualified to make such grant or confirmation.

Procedure as to granting certificates.—If any person is desirous of keeping an inn and hotel, public-house, shop, or premises for the sale therein of spirits, wine, beer, or other excisable liquors, whether to be consumed on the premises or not, he is required, previous to the granting to him of a certificate for that purpose, or the renewal of any such certificate already granted, to truly fill up an application for such certificate in the prescribed form. He must also truly answer the several queries therein contained. Printed forms for the application are supplied to the applicant by the clerk of the peace for the county or district, or the town-clerk of the burgh, in which the inn and hotel, public-house, shop or premises are situated, upon payment of a fee of sixpence for each copy. The application must be filled up in a fair and legible hand, and signed by the applicant or his agent thereunto authorised; and it is to be lodged by the applicant with the clerk of the peace or the town-clerk, as the case may be, fourteen days at least before the general meeting of the justices or magistrates for granting and renewing certificates. It is not lawful, however, for the justices or magistrates to entertain any application for a certificate for the sale of excisable liquors with respect to premises not licensed, and for which there is no certificate at the time of making the application, until a report has been made and subscribed by a justice or magistrate who is entitled to grant certificates. This report states

that the premises are of suitable construction and accommodation for the purpose applied for, and is accompanied by a certificate as to the applicant's character and qualification signed by a justice or magistrate. The justices in quarter-sessions to whom any appeal is made from a deliverance granting or refusing an application for a certificate, may by themselves, or any one or more of their number, inspect the premises in respect of which a certificate is applied for, and review the report. *Ascertaining the character of applicants.*—The justices or magistrates respectively assembled at general or district meeting may make such regulations and rules as they think fit, not being inconsistent with the law, as to the manner of making the applications, as well for ascertaining the character of the applicants as whether it be expedient to grant such certificates in the places in which they are sought to be obtained, and also as to the mode of proceeding in transferring certificates as hereinafter mentioned. The names and designations of all persons who make applications for certificates are entered in a register kept by the clerk of the justices or magistrates. In this the names and designations of the new applicants are entered separately, with the names of the persons who recommend them, the house and place in respect of which the certificate is applied for, the manner in which the application is disposed of, and a memorandum of convictions against such persons, with the dates thereof. The cases of new applicants are not considered until all the other cases have been disposed of; and at the end of the meeting each day a deliverance is written in the register specifying whether the applications respectively were granted or refused, or continued for further inquiry, or how otherwise disposed of. This deliverance is then and there signed by the major part of the justices or magistrates so assembled, or by the preses of the meeting. It is not lawful for the justices at an adjourned meeting to alter anything which has been done at any previous meeting in granting or refusing certificates, and the clerk is required to make out a certificate specifying the dates from which they are current.

Lists to be printed and advertised.—The clerk of the peace, or the town-clerk, as the case may be, is required, at least ten days before the general meeting for the granting and renewal of certificates, to make out and advertise, at least twice in one or more newspapers printed or generally circulated in the district, a complete list of all applications for certificates within their respective bounds for premises not at the time certificated. And so also of all applications by new tenants or occupants of premises at the time certificated, and of all applications for renewal of certificates which have been transferred during the currency of the previous half-year. Clerks of the peace are also required to transmit by post to the registrar of every parish within their respective counties or districts a copy of the list, so far as it is applicable to the parish of such registrar. The latter official preserves the list, and gives access thereto to any party applying for inspection thereof upon payment of a fee of one shilling. The justices or magistrates may, at any April half-yearly meeting for the granting and renewal of certificates, cause a descriptive list of persons to whom certificates have been granted for the year next ensuing, with the premises to which the certificates apply within their respective jurisdictions, to be printed for the use of themselves and others concerned in the execution of the licensing laws. A person desirous

of obtaining a renewal of a subsisting certificate which has not been transferred during the current half-year need not produce along with his application any recommendation or certificate of character and qualification. But this exemption does not interfere with the powers of justices and magistrates to deal with the application.

Objections to the granting and renewal of certificates.—Any person or the agent of any person owning or occupying property in the neighbourhood of the house or premises in respect of which a certificate or renewal of a certificate is applied for, may object to the grant or renewal by lodging at any time, not less than five days before the general meeting, with the clerk of the peace or town-clerk, as the case may be, a notice in writing to that effect, signed by himself or his agent, specifying the grounds of his objection. The objection is heard at the then ensuing general meeting, and if it is considered of sufficient importance by the justices or magistrates, and proved to their satisfaction, the certificate will not be granted or renewed. But no such objection is entertained unless it is proved or admitted that the person objecting or his agent has at least five days before the general meeting delivered to the applicant for the certificate a copy of the notice of objection, or has forwarded it to him by post, with postage prepaid, or has left for him a copy thereof addressed to him at his place of abode mentioned in his application, or in the case of an application for the renewal of a certificate, at the licensed premises for which the application is made. The justices or magistrates respectively, if they consider the objections and allegations against a renewal of a certificate frivolous or vexatious, or unauthorised, may find the person or agent, as the case may be, making the same liable in such expenses as they deem proper. Notwithstanding the foregoing, justices and magistrates may hear and determine without such notice objections made verbally or in writing by any justice of the peace or magistrate, or by the procurator-fiscal, chief constable, or superintendent of police. *Attendance of certificate holder.*—An applicant for the renewal of his certificate need not attend in person at the meeting unless he is required to do so by the justices or magistrates, as the case may be. *Summoning witnesses.*—A justice or magistrate, in any application for the grant or renewal of a certificate, or in dealing with any objection to the application, or in any other matter arising under the provisions of the Licensing Acts, may grant warrant to summon witnesses and havers on behalf of any party interested; and the justices or magistrates before whom respectively any such application, objection, or matter is depending, may examine the witnesses and havers on oath or solemn affirmation, and do everything necessary for the due and proper hearing and determination of the cause or matter. And any person summoned as a witness or as a haver, either on the part of the complainer or of the person complained against, or of any person interested in the matter, who neglects or refuses to appear at the time and place for that purpose appointed without reasonable excuse, may, when it is proved that he has been duly summoned at least twenty-four hours before the meeting of the diet of the court, be apprehended and committed to prison till he finds security to appear and give evidence; and any person who so neglects or refuses to appear, or who appearing refuses to give evidence on oath or solemn affirmation, is thereby guilty of an offence, and on being convicted thereof will forfeit the sum of

£5, and in default of immediate payment will be imprisoned for not more than thirty days; and any person who, under examination on oath or solemn affirmation, prevaricates or wilfully conceals the truth, may be imprisoned for any period not exceeding sixty days, or made to forfeit and pay a penalty not exceeding £5, and in default of immediate payment be imprisoned for a period not exceeding thirty days.

Appeal.—If a justice of the peace, or proprietor or occupier of a house in respect whereof a certificate is applied for, is dissatisfied with any proceeding of any justices or magistrates in granting or refusing or otherwise disposing of the application, he may appeal therefrom to the next quarter sessions of the peace for the county. But the appeal must be lodged with the clerk of the peace within ten days after the proceeding; and if the appellant is a proprietor or occupier he must find caution to abide the appeal and the expenses thereof, and give intimation of the appeal to the opposite party, and to the justices or magistrates of whose proceeding he complains. But still, no appeal will lie to quarter sessions against any justices or magistrates for refusing an application for a new certificate, for every such refusal is final. *Penalty on clerk.*—If any clerk of the peace or town-clerk respectively knowingly or wilfully issues or delivers a certificate contrary to the deliverance, or to an unauthorised person, or inserts an untrue date in the certificate, or refuses to deliver it to the person authorised to receive it, he is liable for every such offence to forfeit £20 on conviction. *List to be sent to excise collector.*—The clerks of justices and magistrates respectively are required within eight days next after the time of the expiration of the meetings to transmit to the collector or supervisor of excise of the district a list of all persons who have obtained certificates, with full particulars, under a penalty in default of £5. *Duplicate certificates.*—The clerk of the peace or town-clerk, as the case may be, must, when lawfully required, make a duplicate of any certificate issued by him, for which he is entitled to a fee of one shilling, and such duplicate is admissible in evidence in any court or proceeding without production of the original certificate. *Fees to clerks.*—No clerk of the peace, sheriff-clerk, or town-clerk is entitled to demand any greater or additional fee than or to that authorised by the scale sanctioned under the Licensing Acts. For taking illegal fees a clerk is liable for each offence to a fine of £5.

Confirming new certificate.—In a county the justices in quarter sessions, and in a burgh the magistrates, make their own regulations with respect to the meetings of the county licensing committee and the joint-committee respectively, with respect to the meetings thereof and the transaction of business thereat; but the following provisions have a general effect:—(1) The application for confirmation of a certificate must be in the prescribed form as nearly as may be, and must be lodged (together with the certificate) with the clerk of the peace of the county within ten days after the grant of the certificate; (2) the county licensing committee, or the joint-committee, as the case may be, has power to award costs to or against any party to such proceedings except the procurator-fiscal for the public interest, as they think just. *Opposition to confirmation.*—Only the person who appears before the justices or magistrates, and opposes the grant of a new certificate, or the procurator-fiscal for the public interest, can appear and oppose the confirma-

tion of the grant. *Transfer on death or otherwise.*—If any person duly authorised to keep a common inn, alehouse, or victualling-house, dies before the expiration of the certificate granted to him in that behalf, any two or more of the justices or magistrates, as the case may be, may grant to the executors, representatives, or disponees of the person so dying, and who are possessed of the licensed premises, a transfer of the certificate to keep and continue the premises as a common inn, alehouse, or victualling-house, as before such death, until the next general or district meeting. And, further, if any person so authorised, or the executors, representatives, or disponees of a person dying so authorised, and who upon such death have obtained a transfer of a certificate, remove from or yield up possession of the licensed premises, such two justices or magistrates, respectively sitting publicly in their ordinary place of meeting, may grant to any new tenant or occupier of the premises, upon such removal, a transfer of the certificate to keep the same as a common inn, alehouse, or victualling-house, as before the removal, until the next general or district meeting. The transfer is in the prescribed form, and is held on the same terms and conditions, and in the same manner, as a certificate granted at a general or district meeting. The clerk's fee for a transfer certificate is one shilling, and no more. *Form of certificates.*—The justices or magistrates, as the case may be, may grant to any person a certificate in any other of the prescribed forms instead of in the form applied for. And in any particular locality within any county or district or burgh requiring other hours for opening and closing licensed premises than those specified in the forms applicable thereto, the justices or magistrates respectively may insert in such certificates such other hours, not being earlier than six o'clock or later than eight o'clock in the morning for opening, or earlier than nine o'clock or later than eleven o'clock in the evening for closing the same, as they think fit. *Duration of certificate.*—Every such certificate is in force for one whole year, commencing at the term of Whitsunday, or for six months from Martinmas respectively, according to the period of the year at which it was granted, and no longer. *Limit of certificate.*—No certificate entitles any one to keep a common inn, alehouse, or victualling-house, or to obtain excise license for selling ale, beer, spirits, wine, or other excisable liquors by retail, to be drunk or consumed in any other house or premises than the house and premises specified in the certificate. *Fairs, &c.*—But a person who has obtained a certificate is entitled to sell the above-mentioned articles in boats or vessels moored in rivers, at any time, or in houses, booths, or other places, at the time and within the limits of the ground, town, or place in or upon which is being held any lawful fair, in the same parish with the premises in respect of which he has obtained a certificate, or in an immediately adjoining parish.

Spirit and wine certificates.—Every certificate granted for the sale by retail in a house or premises of spirits or wine includes an authority for the sale by retail therein of porter, ale, beer, cyder, and perry; and the certificate has the effect of enabling the party certificated to obtain any licence or licences for such purposes. But the justices or magistrates may, nevertheless, grant a certificate in the prescribed form for the sale by retail of wine, porter, ale, beer, cyder, or perry, or of porter, ale, beer, cyder, or perry only. *Six-day licences.*—Where on the occasion of an application for a new licence

or transfer or renewal of a licence which authorises the sale of any intoxicating liquor for consumption on the premises, the applicant, at the time of his application, applies to the licensing justices to insert in his licence a condition that he shall keep the premises in question closed during the whole of Sunday, the justices or magistrates are required by law to insert those conditions in the licence. The holder of such a licence (called a six-day licence) must keep his premises closed during the whole of Sunday, and the provisions of the Licensing Acts with respect to the closing of licensed premises during certain hours on Sunday apply to such premises as if the whole of Sunday were mentioned in those provisions instead of certain hours only.

Early closing licences.—Where on the occasion of any application for a new licence, or the removal or renewal of a licence which authorises the sale of any intoxicating liquor for consumption on the premises, the applicant applies to the licensing justices to insert in his licence a condition that he shall close his premises one hour earlier at night than the usual hour, the justices are required to insert that condition in the licence. The holder of such a licence (called an early closing licence) must close his premises at night one hour earlier than the ordinary hour, and the provisions of the Licensing Acts apply to the premises as if such earlier hour were the hour at which the premises are required to be closed. *Void certificates.*—All certificates granted contrary to the terms of the Licensing Acts are null and void. *Special occasions.*—On a representation being made to the chief magistrate, or the two senior acting magistrates, or to two justices respectively, by any person holding a certificate for keeping an inn and hotel, or public-house, and duly licensed to sell excisable liquors to be consumed on the premises, that it is intended that any public or special entertainment shall take place therein, or in any other place or premises situated within the jurisdiction of such chief magistrate or magistrates or justices, during any particular time, he or they may, on being satisfied that the premises in question possess the necessary accommodation, and that the entertainment is for a public or special occasion of a legitimate and proper character, and not originating directly or indirectly with the person holding the certificate, grant him a special permission in writing to keep such inn and hotel, or public-house, place, or premises open, and to sell therein, on such occasion only, such excisable liquors as he may be duly licensed to sell during such time, and beyond the hour prescribed by his certificate for closing, Sunday excepted, and under such regulations as the chief magistrate or magistrates or justices think fit to appoint. But the magistrate or magistrates or justices, so acting, must be entitled to grant certificates, and the justices must also be heritors of or resident in the parish in which the premises are situated, or, where there are no such resident justices heritors, heritors of or resident in some next adjacent parish Further, the justices of any county or district, or the magistrates of any burgh, may, at any such April half-yearly meeting as aforesaid, make general regulations touching such permissions. Moreover, the recipient of such special permission must lodge the same with the chief officer of police of the district at least twenty-four hours before the commencement of the entertainment, the officer being bound to furnish him with a certified copy for production to police officers or constables. The holder of a special permission must also have obtained an occasional licence in that behalf.

Excise licences.—*No licences without certificates.*—No licences for the sale of excisable liquors by retail, whether to be drunk or consumed on the premises of the person licensed or not, can be granted by the Commissioners of Inland Revenue to any person in Scotland who does not produce a certificate granted in terms of the Licensing Acts, enabling him to obtain the licence, and every licence granted contrary to the terms of the said Acts is null and void. *Table beer licences.*—No licence for the sale in any house, shop, or premises of table beer at a price not exceeding 1½d. per quart, and not to be drunk on the premises, can be granted by the Commissioners, or by any Inland Revenue officer to any person in Scotland who does not produce a certificate as prescribed by law. The certificate is applied for, granted, confirmed, and renewed in the manner, and subject to all the provisions applicable to other certificates, and, *mutatis mutandis*, is in the same form. *Licence for sweets.*—No licence for the sale of sweets by retail, whether to be drunk or consumed on the premises or not, can be granted to any person who does not produce the prescribed certificate. The above remarks concerning the certificate for a table beer licence are applicable to licences for sweets. *Six-day and early closing licences.*—The holder of a six-day licence may obtain from the Commissioners any licence granted by them which he is entitled to obtain in pursuance of the six-day licence upon six-seventh parts of the duty otherwise payable; and if he sell intoxicating liquor on Sunday he is deemed to be selling intoxicating liquor without a licence. In calculating the amount payable for a six-day licence fractions of a penny are disregarded. The like reduction is made in the case of an early closing licence, and a person who takes out a licence containing conditions rendering it a six-day licence as well as an early closing licence, is entitled to a remission of two-sevenths of the duty.

Licences to expire at Whitsunday.—All excise licences taken out by a person authorised to keep a common inn, alehouse, or victualling-house, for selling beer, cyder, or perry by retail, to be drunk or consumed in the premises, or for selling spirits or foreign wine, or mead or metheglin, expire at Whitsunday next after the granting thereof.

Offences and penalties.—*Offences by licensees. Standard measures.*—Every person licensed to sell excisable liquors by retail, to be drunk or consumed in his house or premises, is required to sell or otherwise dispose of the same by retail therein (except in quantities less than half a pint) by the gallon, quart, pint, or half-pint measure, sized according to the standard; and he must, if required by any guest or customer, retail the same in a vessel so sized under a penalty in default for each offence of forfeiture of the illegal measure and £2, over and above all penalties to which the offender may be otherwise liable. *Offences against terms of certificate.*—Every certificate is granted and held on the terms, provisions, and conditions therein contained; and in case any person authorised to keep a common inn, alehouse, or victualling-house thereunder, and having excise licences for the sale of any excisable liquors, offends against any of the terms and conditions contained in the certificate, he is liable to the following forfeitures, penalties, and disabilities: (*a*) For the first offence a fine of £5, with the expenses of conviction, with the alternative of imprisonment for one calendar month, and in addition to such penalty the certificate may be declared to be for-

feited; (*b*) for the second offence a fine of £10, with expenses, or imprisonment for two calendar months, and in addition a like forfeiture; and (*c*) for the third offence a fine of £20, with expenses, or imprisonment for four calendar months, and in addition a like forfeiture. These penalties and terms of imprisonment may be mitigated by the Court, but not to less than one-fourth part thereof respectively. *What deemed second and third offences.*—If any person is convicted of any breach of the terms and conditions of the certificate held by him in one year as a first offence, and is, in the following or any subsequent year within three years after, charged with the breach of the terms and conditions of any other such certificate subsequently obtained by him and thereof convicted, such conviction is deemed to be a conviction for a second offence; and if he is again convicted within three years, it is deemed to be a conviction for a third offence, and that notwithstanding of such second or third offence being in breach of other and different terms and conditions, or of other and different certificates obtained subsequently to the certificate for the breach of the conditions of which the first or second conviction took place. *Carrying liquors into neighbouring house.*—If any person licensed to sell off the premises takes or carries, or authorises or permits to be taken or carried, any excisable liquors out of or from his premises, for the purpose of being sold or hawked on his account, or for his profit, or for the purpose of being consumed for his profit in any other house, or in any tent, shed, or other premises belonging to him, or hired, used, or occupied by him, or in which he is interested, such excisable liquors are deemed to have been drunk on the premises of the person licensed, who is consequently guilty of a breach of his certificate, and punishable accordingly. *Sale of liquors to children.*—Every holder of a licence who sells or delivers, or allows any person to sell or deliver, save at the residence or working place of the purchaser, any description of intoxicating liquor to any person under the age of fourteen years for consumption by any person on or off the premises except in corked and sealed vessels in quantities not less than one reputed pint, for consumption off the premises only, is liable to a penalty of £2 for a first offence, and £5 for any subsequent offence; and every person who knowingly sends any person under the age of fourteen years to a place where intoxicating liquors are sold or delivered, or distributed for the purpose of obtaining any description of the same, excepting as aforesaid, for consumption by any person on or off the premises is liable to like penalties. This does not prevent the employment by a licensed person of a member of his family or his servant or apprentice as a messenger to deliver excisable liquors. *Harbouring constables while on duty.*—Every person licensed to retail excisable liquors who knowingly harbours or entertains, or suffers to remain in the licensed premises wherein he carries on his business, any constable during any part of the time appointed for his being on duty, unless in the discharge of his duty, is guilty of an offence, and is liable to a fine of £5 or imprisonment for thirty days.

Offences by the public.—*Selling without certificate.*—Every person in Scotland who keeps a common inn, alehouse, or victualling-house, and sells any excisable liquors by retail to be consumed on the premises, or the places immediately adjoining the same, without a certificate in that behalf according to law, upon being convicted thereof forfeits and pays for the first offence

£7 with expenses, with the alternative of imprisonment for six weeks; for the second offence £15 with expenses, or imprisonment for three calendar months; and for the third offence £30 with expenses, or imprisonment for six months. These penalties and terms of imprisonment may be mitigated by the Court, provided that by such mitigation they are not reduced respectively to less than one-fourth part thereof, and that the respective penalties are over and above any penalties incurred or paid for the offence under the revenue laws. The penalties may be sued for and recovered within six months after the commission of the offence. *Selling spirits without certificate. Grocers.*—Every person bartering or selling spirits without having obtained a certificate, and every dealer in groceries or other provisions to be consumed elsewhere than on the premises supplying, whether gratuitously or otherwise, spirits to be consumed on the premises, is deemed guilty of an offence, and is liable to the penalties and imprisonment mentioned in the immediately preceding paragraph, and after three convictions he is incapable of holding a licence for the sale of excisable liquor in all time coming. *Trafficking in excisable liquors without certificate.*—Every person trafficking in any spirits or other excisable liquors in any place or premises without having obtained a certificate in that behalf is guilty of an offence, and liable to like penalties or imprisonment as above. And it is provided that the penalty and term of imprisonment hereinbefore mentioned for a third offence will likewise be imposed in the case of every subsequent offence. *Sweets.*—Every person trafficking in sweets without having obtained a certificate is guilty of an offence, and liable to a penalty of £10 or imprisonment for two months; and all the foregoing provisions relating to penalties and forfeitures and to breaches of or offences against the terms and conditions of certificates, apply to breaches of or offences against the terms and conditions of certificates granted for the sale of sweets. *Hawkers.*—Hawkers of excisable liquors are guilty of an offence, and may be taken into custody by any constable or officer of police, or failing them by any other person, and on conviction are liable to a penalty of £10 or imprisonment for sixty days. *Refusing to quit.*—Every person who is riotous, quarrelsome, or disorderly in any shop, house, premises, or place licensed for the sale of spirits, wine, porter, ale, beer, or other excisable liquors by retail, whether to be consumed on the premises or not, and refuses or neglects to quit the premises upon being requested so to do by the occupier or manager thereof, or his agent or servant, or by a constable, and every person who refuses to quit such premises at the time of closing prescribed by law, is guilty of an offence, and may be taken into custody, and on conviction is liable to a penalty of £2 or imprisonment for twenty days. Constables are authorised to assist in expelling such persons refusing to quit the premises at closing time. *Travellers.*—Every person who by any wilfully false representation induces any inn- and hotel-keeper, or his servant, to sell or give out to him excisable liquors on any Sunday, or on any other day during hours when the sale of excisable liquors, excepting to lodgers or travellers, is prohibited by the certificate of such inn- and hotel-keeper, is guilty of an offence, and on conviction liable to a penalty of £5 or imprisonment for thirty days. *Drunk and incapable persons.*—Every person found in a state of intoxication and incapable of taking care of himself, and not under the care of some suitable person, in any

street, thoroughfare, or public place, is guilty of an offence, and may be taken into custody, and on conviction is liable to a penalty of five shillings or imprisonment for twenty-four hours. *Shebeens.*—Every person found in any shebeen drunk or drinking is guilty of an offence, and may be taken into custody, and on conviction is liable to a fine of ten shillings or imprisonment for ten days.

Legal proceedings.—*Complaint.*—A person making complaint before a court of a breach of certificate, may state in the complaint that the defender is a person keeping a common inn, alehouse, or victualling-house, under a certificate to him in that behalf granted, and selling excisable liquors by retail under excise licences, and setting forth the particular breach or breaches of the terms and conditions of the certificate complained of, and also whether it is the first, second, or third offence. Thereupon the Court will grant a warrant to summon the party to appear at a time and place specified (such summons being served at least six free days before the diet of appearance) to attend the hearing of the complaint; at which time and place, if the said party appears and pleads to the charge, or in case of his non-appearance, on proof of due service of the summons, the Court may inquire into the truth of the allegations in the complaint. On the same being proved, either by confession or testimony of witnesses, or other legal evidence, the Court pronounces judgment, and convicts the said party of the offence complained against, without any written pleadings or record of evidence, provided a record is kept of the charge and the judgment. The Court may adjourn the hearing to a subsequent day, and may summon before it witnesses, and require them to produce such writings and entries as may be required for the due decision of the case; and all such records to be so preserved must be in the prescribed form. *Service of notice to appear.*—When a warrant is issued for summoning any person to appear to answer a complaint, the directing such summons to him by the name in which the certificate was granted, or by the name by which said person is or has been usually known (whether real or assumed), and the leaving a copy of the complaint and of the warrant, with a citation annexed subscribed by the officer, at the house, outhouse, or premises in which the offence has been committed, or if admittance cannot be obtained, the affixing a copy to the door or other conspicuous part outside of the premises, is deemed as good and effectual a summons as if the same had been personally delivered to the party for whom the summons was intended, and to whom the same was intended to be served. *Trial of offences.*—Every offence committed against the Licensing Acts may, except when inconsistent with the provisions thereof, be tried and determined in a summary manner, subject to the same provisions; and the sheriff, justices, magistrates, or judge of police before whom a prosecution is brought may proceed in absence of the accused, upon proof by the oath of an officer or constable that the accused has been duly summoned. *Offences at common law.*—Nothing in the Licensing Acts prevents anything done which may be an offence against them, but which might have been prosecuted and punished as an offence at common law, or under any other Act, if the Licensing Acts had not been passed, from being so prosecuted and punished as if they had not been passed. *Warrant to apprehend.*—In the case of any person complained of for trafficking in spirits or other excisable liquors in

any place or premises without a certificate in that behalf, a sheriff or any one justice or magistrate may, instead of granting warrant to summon the offender, grant warrant to apprehend him to answer to the complaint, and to be further dealt with as is provided by law. *Powers of police.*—Any chief constable, superintendent, lieutenant, or inspector of police may at any time enter and inspect an eating-house, toll-house, temperance hotel, shop or other place, or any boat or vessel, where food or drink of any kind is sold to be consumed on the premises, or in which he has reason to believe that excisable liquors of any kind are being unlawfully trafficked in. And so also may a constable of police having an authority in writing from a justice or magistrate, or from any chief constable, superintendent, lieutenant, or inspector of police, in any county, district or burgh, to enter and inspect any such places, boats or vessels as above mentioned, within such county, district or burgh, respectively, at any time within eight days from the date of such writing, as may be specially mentioned therein. Any person refusing to admit such officer of police or constable into such place or vessel or boat as aforesaid, or obstructing him, is guilty of an offence, and may be apprehended on a warrant, and on conviction is liable to a fine of £10 or imprisonment for sixty days. An officer of police or constable without any written authority may at any time enter and inspect any licensed inn and hotel or public-house in his district; and also, when he has reason to believe that a breach of certificate is being committed, he may at any time without written authority enter and inspect the premises of any grocer or provision dealer trading in excisable liquors. Persons refusing him admission or obstructing him are guilty of an offence, and on conviction are liable to a fine of £10 or imprisonment for sixty days. *Excisable liquors found in unlicensed premises.*—Any justice of the peace or magistrate, as the case may be, on being satisfied by the examination on oath of a credible witness that there is reasonable ground for believing that excisable liquors are trafficked in within any premises not licensed for the sale thereof, or by any person not having a licence to sell excisable liquors thereat, or that such liquors are illegally kept for sale or for the purpose of being trafficked in thereat, may grant warrant under his hand authorising any chief constable, superintendent, lieutenant, inspector, or sergeant of police, with police officers or constables, to enter such premises at all times and to search for excisable liquors, and if the same be there found exceeding one gallon to seize the same, together with the vessels in which they are contained; such warrant continues in force for one month, and is a sufficient authority to the various officers and their assistants as above mentioned, to do all the acts above described, and to carry away and retain the said liquors and vessels until disposed of. The person occupying or using the premises where such liquors are found is thereby guilty of an offence, and is on conviction liable for the first offence to a fine of £5 or imprisonment, with or without hard labour, for thirty days, and for every subsequent offence to a fine of £10 or sixty days' similar imprisonment. All excisable liquors and the vessels containing them so seized are forfeited, and will be sold without further warrant, and the proceeds are paid into the funds of the county or police funds of the burgh, and where there are no police funds into the corporation funds of the burgh, as the case may be. *Chief officer to report drunkenness on licensed premises.*—The chief

officer of every county, district, place, and burgh or police burgh in Scotland, on the first lawful day of every week transmits to the procurator-fiscal a written report containing the names of all persons licensed to sell excisable liquors by retail, from whose premises persons in a state of intoxication have been frequently seen to issue, and of the manner in which any such special permission granted as aforesaid has been exercised. These reports are brought under the consideration of the justices and magistrates respectively when assembled to grant and renew certificates. But within two days after any such report has been so lodged, notice in writing by post, with postage prepaid, must be sent to each licensed person at his licensed premises of his having been so reported on. The chief officer of police also forthwith reports to the procurator-fiscal all offences against the Licensing Acts coming to his knowledge, and uses at all times all the means within his control for the detection and, when necessary, the apprehension of all offenders. *Registration of convictions.*—Every conviction under the Licensing Acts for breaches of the terms and conditions of a certificate are, within six days after the conviction, transmitted by the clerk to the justices or magistrates to the clerk of the peace or town-clerk, as the case may be, under a penalty of £5. The clerk of the peace and town-clerk keep these convictions among the records of the county or town respectively; and they enter in the register the date of each conviction, specifying whether it is the first, second, or third conviction, and the register is produced by the clerk of the peace and town-clerk at every general or district meeting of justices and magistrates. *Clerk to certify convictions.*—The clerk of the peace and the town-clerk certify to the commissioners of Inland Revenue, or the collector or supervisor of excise in the particular collection or district, the conviction of any person convicted of an offence in breach of the terms of his certificate, by which conviction the certificate has been adjudged null and void. *Appeal to quarter-sessions.*—If a person consider himself to be aggrieved by any judgment, whether of conviction or of absolvitor, given upon any complaint presented under the Licensing Acts, he may appeal therefrom to the next quarter-sessions. But no such appeal will be heard unless the appellant, within eight days next after the judgment, lodge his appeal with the clerk and find caution to abide the appeal and pay such sums as may be finally awarded, and also serve a copy of the appeal upon the opposite party within the eight days. An appeal lies also against warrants, orders, and decisions of sheriffs, justices or magistrates, in certain cases only, to the next Circuit Court of Justiciary, or where there is none, to the High Court of Justiciary at Edinburgh. *Limitation of actions.*—Every action against any sheriff, justice, or justices of the peace, magistrate, or judge acting under any general or Police Act, or against any sheriff-clerk, clerk of the peace, or town-clerk, or any procurator-fiscal, superintendent, or other officer of police, or constable, or other person on account of anything done in execution of the Licensing Acts, must be commenced within two months after the cause of action or prosecution has arisen, and not afterwards. *Proof of trafficking in shebeens.*—In order to warrant the conviction of any person for trafficking in any excisable liquors in any place or premises without a certificate in that behalf, it is sufficient, in the absence of contrary evidence, to prove that some person other than the owner or occupant of such place or premises has at the time charged been

found therein drunk or drinking, or having had drink supplied to him therein, and that such place or premises is or are by repute kept as a shebeen, or at the time charged contained drinking utensils and fittings usually found in houses licensed for the sale of excisable liquors. *Confession or oath of one witness.*—Any person prosecuted for keeping a common inn, alehouse, or victualling-house, and retailing without such certificate as aforesaid, may be legally convicted thereof on his own confession, or on proof by the oath or affirmation of one or more credible witness or witnesses or other legal evidence; and all such prosecutions are subject to the same rules as prosecutions for breaches of the terms of a certificate granted as aforesaid, in so far as the same are applicable thereto.

SCRIP is a provisional certificate given to the subscriber to a loan issued by a government, corporation, or public company, and upon which certificate is indorsed a receipt for the payment of each instalment of the subscription. When the final instalment has been paid the subscriber is entitled to a bond in exchange for the scrip. This certificate is not a security for the payment of money, but merely an acknowledgment of a right to a further and more formal document which would be such a security. Nevertheless, a scrip is a negotiable instrument even though issued by a foreign government, and accordingly any person who takes it in good faith obtains a title to it independent of the person from whom he took it. It is a rule of the Stock Exchange that bargains in the scrip of a new loan, as in the shares or other securities of a new company, are contingent on the appointment of a special settling day; but this rule does not apply to foreign loans officially quoted in their own country.

SCULPTURE.—By 54 Geo. 3, c. 56, every person who makes any new and original sculpture or model, or copy or cast of the human figure, or of any bust or part of the human figure clothed in drapery or otherwise, or of any animal or part of any animal combined with the human figure or otherwise, or any subject being matter of invention in sculpture, or of any alto or basso relievo, or any cast from nature, of man or animals, whether separate or combined, &c., has the sole right and property of the whole of such new and original sculpture, &c., for fourteen years, putting their name and date thereon, from the first putting forth or publishing; and this term is extended to models, &c., protected by a former Act. Persons (not having purchased the property in the original) making, importing, or selling pirated copies or casts of such sculptures are liable to damages. An additional term of fourteen years is given to the proprietor, if living, and not having assigned his property. No registration is required. *See* COPYRIGHT.

SEA FISHING-BOATS.—In the part of the Merchant Shipping Act, 1894, relating to fishing-boats, the expression "fishing-boat" is defined to mean a vessel of whatever size, and in whatever way propelled, which is for the time being employed in the sea fishing service; but, save as otherwise expressly provided, that expression does not include a vessel used for catching fish otherwise than for profit. The expression "second hand" means with respect to a fishing-boat, the mate or person next to the skipper in authority or command on board the boat. The expression "voyage" means a fishing trip commencing with a departure from a port for the purpose of fishing, and ending with the first return to a port thereafter upon the conclusion of the

trip; but a return due to distress only is not deemed to be a return, if it is followed by a resumption of the trip. The Act contains provisions for the registry of fishing-boats, and rules as to their being equipped with boats and life-buoys and as to the carriage of passengers, and imposes penalties in the case of breaches of these provisions.

Discipline.—A seaman lawfully engaged to serve in a fishing-boat, or an apprentice in the sea fishing service, may be punished, as mentioned, if he commits any of the following offences:—(*a*) For desertion,—he is liable to forfeit the effects he leaves on board, and all or any part of the wages he has then earned, and to satisfy any excess of wages paid by the skipper or owner from the fishing-boat deserted to any substitute engaged at a higher rate than that stipulated to be paid to him; (*b*) for absence without leave, that is, for neglecting without reasonable cause to join or to proceed to sea in his fishing-boat, or for being absent without leave at any time within twenty-four hours of his boat's sailing from any port, either at the commencement or during the progress of the engagement, or for being absent at any time without leave and without sufficient reason from his boat,—if the offence does not amount to desertion, or is not treated as such by the skipper, he is liable to forfeit a sum not exceeding two days' wages, and in addition for every twenty-four hours of absence, either a sum not exceeding four days' wages, or the expenses incurred for a substitute; (*c*) for wrongfully quitting the boat without leave after her arrival in port, and before she is placed in security,—he is liable to forfeit a sum not exceeding two weeks' wages; (*d*) for wilful disobedience, that is, for wilfully disobeying any lawful command during the engagement,—he is liable to imprisonment for four weeks, and also to forfeit two days' wages; (*e*) for continued breach of duty, that is, for continued wilful disobedience to lawful commands during the engagement, or continued wilful omission to do his duty during his engagement,—he is liable to imprisonment for twelve weeks, and also to forfeit for every twenty-four hours' continuance of the offence either six days' wages or the expenses incurred for a substitute; (*f*) for assaulting any skipper or second hand,—he is liable to imprisonment for twelve weeks; (*g*) for unlawful combination with any of the crew to disobey lawful commands, or to neglect duty, or to impede the navigation of the boat, or the progress of the trip,—he is liable to imprisonment for twelve weeks; (*h*) for wilful damage of the boat, or embezzling or wilfully damaging any of her stores or cargo,—he is liable to forfeit a sum equal to the loss thereby sustained, and also to imprisonment for twelve weeks; (*i*) for smuggling, that is for any act of smuggling, of which he is convicted and which caused loss or damage to the skipper or owner,—he is liable to forfeit a sum sufficient to reimburse the same. And a skipper is liable to punishment, as if he were a seaman, for desertion, absence without leave, wrongfully quitting the boat, wilful damage, and smuggling. The Court may order any money so forfeited to be deducted from wages, and may order the forfeiture to be applied for the benefit of the person by whom the wages are payable or of the person injured. The provisions relating to the offences of wilful disobedience, continued breach of duty, assault, and unlawful combination, extend to apprentices in the sea fishing service, and to sea fishing boys, whether on shore or on board. A seaman or apprentice is not relieved by his refusal or neglect to go to sea, or by his desertion, from

being liable to punishment for the above offences; and in addition to any such punishment he is also liable to be punished for the offence of desertion or absence without leave. These provisions do not take away the civil remedies of an owner or skipper. Forfeitures are applied in reimbursing the owner or skipper, and subject to that reimbursement are paid into the exchequer.

When a seaman or apprentice is brought before a court charged with desertion or absence without leave, the court may in addition to, or in lieu of imposing any punishment as above, cause him to be conveyed on board for the purpose of fulfilling his engagement, or deliver him to the skipper for the same purpose, and may order any costs properly incurred to be paid by the offender, and if necessary to be deducted from his wages then earned or to be earned under his engagement. A superintendent, or the principal Board of Trade officer at a port or district, or his deputy, may, on the information of the owner, skipper, second hand, or agent of a fishing-boat, issue a warrant for the apprehension of a seaman or apprentice charged with any of the above offences, and such warrant continues in force for ninety-six hours from the time indorsed thereon. When apprehended, the seaman or apprentice must be brought without delay before some officer by whom such a warrant may be issued, and that officer then inquires into the case, and if the explanation by the alleged offender is, in his opinion, sufficient, must discharge him, but if not, must order him to join his boat and resume his duty. If the seaman or apprentice refuses to obey that order, the officer will order him to be detained and brought with convenient speed before a court of summary jurisdiction. Information laid before such an officer need not be in writing. The officer so acting may take the evidence on oath or otherwise of persons acquainted with the matters in question, and for that purpose has the same powers as a Board of Trade inspector. A warrant so issued, if in the approved form and properly filled in and duly signed, is valid, and is not invalidated by the officer who issued it dying or ceasing to hold office. If any such seaman or apprentice neglects, or refuses to join, or deserts from, or refuses to proceed to sea in, or absents himself without leave from his fishing-boat, the skipper, owner, or agent may, with or without the assistance of the local constables (who must assist when requested to do so), take the seaman or apprentice before some officer by whom such a warrant may be issued, who will deal with him as if apprehended under such a warrant. If a seaman (not being a sea fishing boy) or a skipper intends to absent himself from his sea fishing-boat or his duty, he may, when not at sea, give notice of his intention—if a skipper to the owner or his agent, and if a seaman to the owner or to the skipper—not less than forty-eight hours before the time at which he ought to be on board; and when such notice is duly given the skipper or seaman is not compelled to go on board for the purpose of proceeding with the voyage or engagement. The wages of a skipper, seaman, or apprentice of a fishing-boat accrue from day to day. When wages are contracted for by the voyage or trip, or the season, or by the share, and not by a stated period of time, the amount accruing from day to day is an amount equal to the wages for the whole voyage or trip or season or the whole share as the case may be, divided by the number of days occupied in the voyage or trip or season; but a skipper, seaman, or apprentice is not entitled to more than what his share of the profits or catch made during the

period he has actually served may or would have amounted to. Where the whole time spent in the voyage or trip does not exceed the period for which the wages are to be forfeited, the forfeiture extends to the whole wages or share. When a question arises before a court whether the wages of any skipper, seaman, or apprentice of a fishing-boat are forfeited for desertion it is sufficient to prove that such person was duly engaged and belonged to the boat, and left the boat before the completion of the voyage or engagement. The desertion is, thereupon, so far as relates to any forfeiture of wages, deemed to be proved unless the person charged can produce a certificate of discharge, or can otherwise show that he was not guilty of desertion.

Deaths, injuries, ill-treatment, punishments, and casualties.—The skipper of a fishing-boat must keep a record of the following occurrences:—(1) Of every death, injury, ill-treatment, or punishment of any member of his boat's crew while at sea, or of any person on board his boat; and (2) of every casualty to his fishing-boat or any boat belonging to her. He must produce the record so kept to any superintendent when required by him, and also send the same to the superintendent at the port to which the boat belongs at such periods as the Board of Trade require by any directions indorsed on their approved forms. If such an occurrence has happened, the skipper is required to make to the superintendent at the port where his boat's voyage ends, within twenty-four hours of the boat's arrival there, a report of the occurrence. The record and report must be in such form and contain such particulars as the Board of Trade require. Failure to comply with any of these requirements renders a skipper liable for each offence to a fine of £20. Where any such occurrence has happened, or is supposed to have happened, the superintendent at or nearest to the port at which the fishing-boat arrives after the occurrence, or to which the boat belongs, may inquire into the cause and particulars; and if a report is made to him, may make on the report an indorsement either that in his opinion the particulars in the report are true, or otherwise to such effect as in his opinion his information warrants. For the purposes of the inquiry a superintendent has all the powers of a Board of Trade inspector. If in the course of the inquiry it appears to the superintendent that any such occurrence has been caused or was accompanied by violence or the use of improper means, he must report the matter to the Board of Trade; and also, if the emergency of the case so requires, take immediate steps for bringing the offender to justice, and may for that purpose cause him to be arrested and thereafter dealt with in due course of law.

Settlement of disputes.—It is the duty of a superintendent to hear and determine all disputes between the owner of a fishing-boat and the skipper or seaman, or between the skipper and any seaman, concerning the skipper's or seaman's wages or share of profits, or his engagement, service, or discharge, or as to the cost, quantity, or quality of the provisions supplied to the crew; this decision is final, and may be enforced by a justice of the peace. *Ascertaining profits of fishing-boats.*—Where a skipper or any other member of the crew of a fishing-boat is paid by a share in the catch, the owner must render him a full and true account in the prescribed form. This account should show, in detail, the amounts for which the fish have been sold and all deductions which are chargeable to the men who are paid by share, and are made either in respect

METAL MARKS AND BRANDS.

METALS in commerce are specified sometimes, by giving their composition if they are alloys, at other times by the name or brand, and again by stating what strains they must safely withstand on a test.

Some fifty years ago, iron and steel were produced by processes which are now quite obsolete. At that time when an ore was found, then at some spot convenient for the assembling of the raw material, such as coal and limestone, an ironworks was erected to produce the metal by a regular process, working night and day continually, and so long as the same raw materials were used and the same routine observed in the process, a uniform product resulted. And the properties of the metal produced became well known, generally by the name of the place where the business was carried on. Thus we got well-known brands of iron such as Cleveland Iron, Hæmatite Iron, Cumberland Iron, Staffordshire Iron, and Yorkshire Iron, from which the famous wrought irons known as Farnley and Lowmoor irons are made, justly celebrated for their purity, toughness, and strength.

In Scotland we have Gartsherrie, Glengarnock, Dixon's, Summerlee, and other well-known brands. Pig iron is generally divided into three qualities. Thus in ordering pig iron it is specified, as, for instance, No. 3 Summerlee, or No. 1 Summerlee, or No. 1 Dixon's, and so on according to the requirements. The pig iron varies in quality according to the ore from which it is produced, so that engineers are acquainted with the quality of iron produced in the different localities.

Then there is "grey" and "white" and "mottled" cast iron.

Since the introduction of the steel manufacturing processes of Bessemer, Siemens-Martin, Thomas and Gilchrist, puddled malleable iron has become of far less importance than it was. Steel is made from malleable iron by cementation. The finest iron for the purpose of steel making by this old process was Swedish iron, exceedingly pure, being produced from pure iron oxide ores by charcoal as fuel, hence called "Swedish Charcoal Iron." This fine iron is still used for converting into the finest cutlery steel in Sheffield.

Bessemer steel is made direct from cast iron by blowing hot compressed air through the molten metal, thus burning up all impurities, and the carbon in the metal is reduced to the desired amount to constitute steel. Steel is iron with a small percentage of carbon combined. Cast iron has a large percentage of carbon, some combined and some free, together with silicon, sulphur, phosphorus, and other impurities.

Steel, properly speaking, should be a combination of iron with from 0.75 to 1.5 per cent. of carbon, and should harden when heated to a cherry-red and quenched in water. With less carbon than 0.75 per cent. it does not harden; with more than 1.5 it is brittle and of little use. Tool steels have generally about 1 per cent. of carbon combined for heavy tools, and 1.5 per cent. for razors and other high-class cutlery. But the word "steel" is now applied indiscriminately to the metal produced by Bessemer and basic processes, although the metal has scarcely any carbon combined with it. The so-called "mild steels" used in shipbuilding and structural works are malleable irons; they cannot be tempered. The term "mild steel" was used originally to distinguish the metal produced by the Bessemer and basic processes from malleable iron produced by the old puddling process. "Mild steel" is now made as pure as the best Swedish iron, and is in fact almost pure iron.

Mild steel is iron with very little or no combined carbon, less than 0.3 per cent. in many cases; ship-plates, girders, &c., are as low as 0.1 per cent. in carbon combined with the iron.

Copper.—This metal naturally is alloyed with silver and gold in small quantities, and these give it great toughness—in fact naturally alloyed copper is for most purposes better than pure copper. Much of the copper of commerce is now pure, being refined by electrolysis. The precious metals are extracted in the process and recovered.

Aluminium is now produced in the electric furnace from clay, and is largely used for alloys, with copper, iron, and other metals.

The useful alloys known to engineers have definite properties; some we know by name such as Muntz metal, Babbit's metal, magnolia metal, bronze, brass, gun metal, yellow metal, bell metal, type metal.

The various alloys used are given in the following table, compiled from many sources, giving the percentage composition. A glance at the table shows by the few blank spaces in the columns for copper and tin how largely these two metals enter into the production

Common Percentage Composition of Alloys.

Alloy.	Aluminium.	Antimony.	Bismuth.	Cadmium.	Copper.	Gold.	Iron.	Lead.	Nickel.	Silver.	Tin.	Zinc.
Aich's metal	...	...	...	...	60	...	1.8	...	...	...	...	38.2
Aluminium bronze	90	...	..	...	10	...	...	...	...	...	...	...
Bell metal	...	...	...	...	78	...	...	...	...	...	22	...
Brass—best	...	...	...	...	71.4	...	...	...	...	...	...	28.6
,, common	...	...	...	...	66.6	...	...	...	...	...	...	33.3
,, yellow	...	...	...	...	60	...	...	...	...	...	...	40
Britannia metal	...	6.2	...	...	1.8	...	...	...	...	...	92	...
Bronze coinage	...	...	...	...	95	...	...	...	...	...	4	1
,, for bearings	...	...	...	...	82	...	...	...	...	...	16	2
,, ,,	...	...	...	...	6	...	...	...	...	...	17	77
,, for wheel boxes	..	...	...	...	80	...	...	...	...	...	18	2
Dutch metal	...	...	...	...	84.6	...	...	...	...	...	...	15.4
Electrum	...	...	...	...	51.6	...	...	...	25.8	...	...	22.6
Fusible metal	...	...	20	...	...	...	...	50	...	...	30	...
,, ,,	...	...	50	...	...	...	...	25	...	...	25	...
,, ,,	...	...	50	12.5	...	...	...	25	...	...	12.5	...
German silver	...	...	...	...	40 to 60	...	..	...	30 to 20	...	...	30 to 20
,, (plate)	...	...	...	...	55	...	2	...	24	...	3	16
Gold coinage	...	...	...	...	8.33	91.66	...	...	...	...	...	...
Gun metal	...	...	...	...	90	...	...	...	...	...	10	...
Muntz's metal	...	...	...	...	60 to 64	...	...	...	...	...	...	40 to 36
Pewter, plate	...	7	2	...	2	...	...	...	...	...	89	...
,, triple	...	15	...	...	...	...	...	6	...	...	79	...
,, ley	...	...	...	...	...	...	...	20	...	...	80	...
Silver coinage	...	...	...	...	7.5	...	...	...	...	92.5	...	...
Solder—fine	...	...	...	...	...	...	...	33.3	...	...	66.6	...
,, common	...	..	. .	...	...	...	...	50	...	...	50	...
,, coarse	...	...	...	...	...	...	...	66 6	...	...	33.3	...
,, for aluminium	6	..	...	...	4	...	...	...	...	...	...	90
,, brazing	...	...	...	...	50	...	...	...	...	...	...	50
,, glaziers'	...	...	...	...	...	...	...	25	...	...	75	...
,, gold	...	...	...	...	22.2	66.6	...	...	...	11.1	...	...
,, pewterers'	...	...	11.8	...	...	...	...	29.4	...	...	58.8	...
,, silver	...	...	...	...	32.3	...	...	...	...	38.5	...	29.2
Speculum metal	...	...	...	...	66.6	...	...	...	...	...	33.3	...
Steiro metal	...	...	...	...	55 to 60	...	2 to 4	...	...	...	1 to 2	34 to 44
Tutenag	...	...	...	...	45.7	...	...	...	17.4	...	...	36.9
Type metal	...	25	...	...	...	...	...	75	...	...	...	...
,,	...	25	...	...	...	...	...	50	...	...	25	...

We give in the illustrations a few of the metal marks and brands, distinguishing the various makers and their products (with descriptions on p. 4).

Many alloys are secretly made, and others are patented, so that their composition cannot be found readily for all of them.

SHEFFIELD IRON AND STEEL.



1



2



3



4



5



6



7



8


9

SCOTTISH IRON AND STEEL.



10



11



12



13



14



15

ALUMINIUM.

STAFFORDSHIRE IRON AND STEEL.



16



17



18

COPPER.



19



20



21

ZINC.

PRECIOUS METALS.



22



23

ALLOYS FOR BEARINGS.



24



25



26

ALLOYS FOR STRENGTH.



27



28



29



30



31



32

REFERENCES TO NUMBERS.

1. High Speed Tool Steel, does not require tempering like tool steel of ordinary cast steel. It hardens as it cools in air.

2. Magnet Steel, for dynamos and electromotors. High magnetic permeability and susceptibility.

3. High class fine Steel, for steel files.

4. Tough Steel, capable of tempering; for steel picks and shovels.

5. Toughened Bessemer Steel, for rails, connecting rods, piston rods, and other marine forgings.

6. Diamond Steel, for tools for cutting hard metals. Must be worked at a low red heat.

7. Cast Steel for lathe, planing, slotting, and boring tools, drills, dies, chisels, punches, taps, and milling cutters, also double and single shear steel.

8. Refined Cast Steel for drills for boring hard rock, mining tools, and taps; also "silver" steel for cutting hard metals.

9. Self-Hardening Tool Steel. This material is excessively hard, and must be worked at a good red-heat when forming the tool. After the tool is made, allow it to cool in the open air; when cool, reheat the working part to a good red-heat and again allow it to cool; then grind, and it is ready for use. Must on no account be put into water.

10. Malleable Iron for ordinary forge purposes. For chains, bolts, &c.

11, 12, 13. Mild Steels with different quantities of combined carbon for boiler, ship, bridge, and chequered plates.

14. Mild Steel Plates, for boilers.

15. Mild Steel Plates, for ships, bridges, &c.

16. Iron, for ordinary forge purposes, puddled bars.

17. Mild Steel, for ordinary construction works, bridges, and ship plates.

18. Aluminium, British, made at Falls of Foyers, Scotland.

19. Copper, electric cables.

20. Copper, ingot brand.

21. Copper, ingot brand.

22. Zinc, ingot brand.

23. Platinum, gold, bismuth, silver, antimony, ingot brand.

24. Magnolia Anti-Friction Metal, for bearings.

25. Atlas Metal, for bearings.

26. Tin Alloy, for bearings.

27, 28, 29. Manganese Bronze with different quantities of combined manganese used for strength. Non-corrodible in sea-water. Hulls of ships.

30. Manganese Bronze, for ship propellers.

31. Delta Metal, ingot brand, used for strength.

32. Phosphor Bronze, ingot brand, used for strength, piston rods, connecting rod ends, boiler and condenser tubes, bolts, nuts, slide valves, bearings, and hulls of ships.

The tendency nowadays is to draw the raw materials from a distance and to establish metal-producing works upon the seaboard in order to obtain cheap transport. The old established works were planted upon the coal-beds and ore-beds, in fact in some Scottish ironworks, the whole of the raw materials required, ore, fuel, and flux, *i.e.*, ironstone, coal, and limestone were available on the spot for iron making.

The tin mines and lead mines in Britain are not yet worked out, but a large proportion of these metals consumed here now come from abroad, and the great bulk of the copper we use comes also from foreign ores.

Ordinary ingots and pigs of metal are often sold as "G.M.B." quality, that is a "*good merchantable brand*," which means that it is a fairly good specimen of the metal produced by ordinary routine process, not exactly pure, and not containing any serious percentage of objectionable impurities.

of stores supplied to the fishing-boat or provisions furnished to the crew or otherwise. Failure to comply with these requirements renders the owner liable for each offence to a fine of £5. If a dispute arises as to the share of the catch, the skipper or seaman is entitled to inspect the owner's accounts and books relating thereto; and failure by an owner to submit his accounts to such inspection is punishable by a fine of £20 for each offence. *Agreements for fishing vessels in Scotland.*—The following provision applies to Scotland only:—The owner or skipper of any British vessel engaged in fishing off the coast of the United Kingdom may enter into an agreement with any person employed on that vessel that that person shall be remunerated wholly by a share in the profit of the fishing adventure. Such an agreement must be in writing and signed by the contracting parties in the presence of a superintendent, who must, before the signature thereof, read and explain the same to the contracting parties and attest the signature and certify that it has been so read and agreed to. Such an agreement is valid and binding on the contracting parties, notwithstanding anything in Part II. of the Merchant Shipping Act, 1894.

Fishing-boats of twenty-five tons and upwards.—*Apprenticeships and agreements with boys.*—No boy under the age of thirteen years can lawfully enter into an apprenticeship to the sea-fishing service, or any agreement with respect to that service. An indenture of apprenticeship or agreement made contrary to that rule is void. A boy under the age of sixteen years can be taken to sea to work in connection with the sea-fishing service only when he is bound by an indenture of apprenticeship or agreement made in conformity with the provisions hereinafter specified. A boy bound by any such agreement is called a "fishing boy." If any person takes a boy to sea, or causes a boy to be taken to sea in contravention to the foregoing, he is liable to a fine of £20. Guardians, in apprenticing boys to the sea-fishing service, must not cause or permit any such apprenticeship to be made except in conformity with the provisions of Part IV. (ii.) of the Merchant Shipping Act, 1894; but there is nothing therein to prevent the daily employment in a fishing-boat of any boy under the age of sixteen years, who is under no obligation to remain in that employment for more than one day, and with whom no written agreement has been made. All superintendents are required to give to persons desirous of making indentures of apprenticeship to the sea-fishing service or agreements under Part II. (ii.) of the said Act, or of causing the same to be made, such assistance as may be in their power in reference thereto, and to supply forms of indentures or agreements at reasonable rates (if any), and may receive in respect of those indentures or agreements such fees as the Board of Trade may fix. Indentures of apprenticeship to the sea-fishing service, and agreements with boys under the age of sixteen years with respect to that service must be made before a superintendent and be in accordance with the said Act, and if made otherwise are void. A superintendent before allowing any such indenture or agreement to be completed is required to satisfy himself—(*a*) That the indenture or agreement complies with all the requirements of the said portion of the Merchant Shipping Act; (*b*) that the master with whom it is made is a fit person for the purpose; (*c*) that the apprentice or boy is not under the age of thirteen years, and is of sufficient

health and strength; and (*d*) that the nearest relations of the apprentice or boy or his guardian's assent, in the case of an apprentice, to the apprenticeship, and to the stipulations in the indenture, and in the case of a boy, to the stipulations of the agreement; he is also required to make and sign an indorsement, that he is so satisfied, on the indenture or agreement. Where there are no nearest relations or guardians, or where they cannot readily be found, or are not known, the superintendent acts as guardian for the occasion, and states in his indorsement that he has so acted. The superintendent's indorsement is admissible in evidence in manner provided by the said Act. The indentures of apprenticeship and agreements must be in the form, and contain the covenants, provisions, stipulations, indorsements, and certificates prescribed by Order in Council, and any directions given in such forms must be complied with. The indentures and agreements must be executed in triplicate, one to be kept by the master, one by the boy, and one by the superintendent, and are exempt from stamp duty. Where an indenture or agreement has been made before a superintendent at a port, the superintendent at that port may, by proper legal proceeding taken in his own name, enforce on behalf of the apprentice or boy against the master any stipulations therein. When an apprentice or boy is taken to sea from any port under an indenture or agreement which is void, the superintendent at that port, or if there is none, the superintendent at the nearest port, may, by proper legal proceedings taken in his own name, enforce to such extent as he thinks just, on behalf of the apprentice or boy against the master any stipulation in the void indenture or agreement which is in favour of the apprentice or boy. Where such an indenture or agreement is made before a superintendent at any port, the superintendent for the time being at that port has, and when necessary is required to execute, all the powers given to the superintendent by the indenture or agreement. If any person—(*a*) receives any money or valuable consideration from a person to whom such an apprentice or sea-fishing boy is bound, or from any one on that person's behalf, or from the apprentice or boy, or any one on his behalf, in consideration of the apprentice or boy being so bound; or (*b*) makes or causes such payment to be made, that person is in respect of each offence guilty of a misdemeanour, whether the apprentice or boy was or was not validly bound.

SEAMEN.—Officers.—*Certificates of competency.*—Every British foreign-going ship and every British home-trade passenger ship when going to sea from any place within the United Kingdom, and every foreign steamship carrying passengers between places in the United Kingdom, must be provided with officers duly certificated according to the following scale:—(*a*) In any case with a certificated master; (*b*) if the ship is of one hundred tons burden or upwards, with at least one officer besides the master holding a certificate not lower than that of second mate in the case of a foreign-going sailing ship of not more than two hundred tons burden, or of only mate in the case of a foreign-going ship, or of mate in the case of a home-trading passenger ship; (*c*) if the ship is a foreign-going steamship, and carries more than one mate, with at least the first and second mate duly certificated; (*d*) if the ship is a foreign-going steamship of one hundred nominal horse-power or upwards, with at least two engineers, one of whom must be a first-class and the other a second-class engineer duly certifi-

cated; (*e*) if the ship is a foreign-going steamship of less than one hundred nominal horse-power, or a sea-going home-trade passenger steamship, with at least one engineer who is a first-class or second-class engineer duly certificated. If any person—(*a*) having been engaged as one of the above-mentioned officers goes to sea as such officer without being duly certificated; or (*b*) employs a person as an officer in contravention of this regulation without ascertaining that the person so serving is duly certificated, he is liable for each offence to a fine of £50. An officer is not considered to be duly certificated unless he is the holder for the time being of a valid certificate of competency of a grade appropriate to his station in the ship, or of a higher grade. Certificates of competency are granted for each of the following grades: Master of a foreign-going ship; First mate of a foreign-going ship; Second mate of a foreign-going ship; Only mate of a foreign-going ship; Master of a home-trade passenger ship; Mate of a home-trade passenger ship; First-class engineer; Second-class engineer. A certificate of competency for a foreign-going ship is of higher grade than the corresponding certificate for a home-trade passenger ship, and entitles the lawful holder to go to sea in a corresponding grade in the last-mentioned ship; but a certificate for a home-trade passenger ship does not entitle the holder to go to sea as master or mate of a foreign-going ship. For the purpose of granting certificates of competency as masters or mates to persons desirous of obtaining them, certain qualifying examinations are held by local marine boards at their respective ports. And for the purpose of granting certificates of competency as engineers, examinations are held at various places determined by the Board of Trade. The Board of Trade appoint the times for the examinations; appoint, remove, and reappoint the examiners; determine their remuneration; regulate the conduct of the examinations and the qualification of the applicants; and do everything they think expedient in the matter. The Board of Trade, subject as hereinafter mentioned, deliver the appropriate certificate to every applicant who is duly reported by the examiners to have passed the examination satisfactorily, and to have given satisfactory evidence of his sobriety, experience, ability, and general good conduct on board ship. The Board may in any case in which a report appears to them to have been unduly made remit the case either to the examiners who made the report, or to any other examiners, and may require a re-examination of the applicant, or a further inquiry into his testimonials and character, before granting him a certificate. A person who has attained the rank of lieutenant, sub-lieutenant, navigating lieutenant, or navigating sub-lieutenant in his Majesty's navy, or of lieutenant in his Majesty's Indian marine service, is entitled to a certificate of service as master of a foreign-going ship without examination. And one who has attained the rank of engineer or assistant engineer in his Majesty's Navy or Indian marine service, is entitled without examination, if an engineer, to a certificate of service as first-class engineer, and if an assistant engineer to a certificate of service as second-class engineer. A certificate of service differs in form from a certificate of competency, and contains the name and rank of the person to whom it is delivered; and the Board of Trade will deliver a certificate of service to any person who proves himself entitled thereto. The provisions of the Merchant Shipping Act, 1894 (including the penal provisions), apply in the case of a certificate of service as in the case of a certificate of competency, except that those

provisions do not apply which allow the holder of a certificate of competency as master of a foreign-going ship to go to sea as master or mate of a home-trading passenger ship. All certificates of competency are made in duplicate, one part being delivered to the person entitled to the certificate, and one being preserved. A record of certificates of competency and the suspending, cancelling, or altering of the certificates and any other matter affecting them are kept by the registrar-general of shipping and seamen. Any such certificate is admissible in evidence. If a master, mate, or engineer proves to the satisfaction of the Board of Trade that he has inadvertently lost, or been deprived of his certificate, the Board will, and in any other case may, upon payment of such fee as they direct, cause a copy of the certificate to which he is entitled to be certified by the registrar-general of shipping and seamen, or other person, and to be delivered to him. Such copy has the effect of the original. On signing the agreement with the crew before a superintendent the master of a foreign-going ship must produce to him the certificates which the master, mates, and engineers are required to hold, and there are other requirements in the case of a running agreement. If any person—(*a*) forges or fraudulently alters, or assists in forging or fraudulently altering, or procures to be forged or fraudulently altered, any certificate of competency, or an official copy of such certificate, or (*b*) makes, or assists in making, or procures to be made, any false representation for the purpose of procuring either for himself or for any other person a certificate of competency, or (*c*) fraudulently uses a certificate or copy of a certificate of competency which has been forged, altered, cancelled, or suspended, or to which he is not entitled, or (*d*) fraudulently lends his certificate of competency, or allows it to be used by any other person, he is for each offence guilty of a misdemeanour.

Apprenticeship to the sea service.—Persons desiring to apprentice boys to, or requiring apprentices for, the sea service, are given assistance by superintendents upon payment of certain fees. Apprenticeships to the sea service made by a board of guardians, or by persons having the power of a board of guardians are, if made in Great Britain, made in the same manner and are subject to the same laws and regulations as other apprenticeships made by such boards or persons; but the following, if made in Ireland, are subject to regulations:—(*a*) The board of guardians or other persons in any poor law union may put out and bind as apprentice to the sea service any boy who, or whose parent, is receiving relief in the union, and who has attained the age of twelve years, and is healthy and strong, and consents to be bound; (*b*) if the cost of relieving the boy is chargeable to an electoral division of a poor law union, then (except where paid officers act in place of guardians) he must not be so bound without the consent in writing of the guardians of that division, or a majority of them if more than one, and that consent must, if possible, be indorsed on the indenture; (*c*) the expenses incurred in the binding and outfit of any such apprentice are charged to the poor law union or electoral division, as the case may be, to which the boy or his parent is chargeable at the time; (*d*) all indentures made in a poor law union may be sued on by the board of guardians or persons having the authority of such board, by their name of office; and actions so brought do not abate on any death or change in the persons holding office; (*e*) the amount of the costs incurred in such action, and not recovered from the defendant, may be charged as the

expenses incurred in binding out the apprentice. Every indenture of apprenticeship to the sea service must be executed by the boy and the person to whom he is bound in the presence of and attested by two justices of the peace, who must ascertain that the boy has consented to be bound and has attained twelve years of age, that he is of sufficient health and strength, and that the person to whom he is bound is a proper person for the purpose. And every such indenture must be executed in duplicate, and is exempt from stamp duty. Every indenture made in the United Kingdom, and every assignment and cancellation thereof, and where the apprentice bound dies or deserts, the fact of the assignment, cancellation, death or desertion must be recorded. For the purpose of the record (*a*) a person to whom an apprentice to the sea service is bound must. within seven days of the execution of the indenture, transmit to the registrar-general of shipping and seamen, or to a superintendent, the indenture executed in duplicate, and the registrar-general or superintendent will keep and record the one indenture and indorse on the other the fact that it has been recorded, and redeliver it to the master of the apprentice; (*b*) the master must notify any assignment or cancellation of the indenture, or the death or desertion of the apprentice, to the said registrar-general or superintendent within seven days of the occurrence if it occurs within the United Kingdom, or as soon as circumstances permit if it occurs elsewhere. Any person failing to comply with these regulations is liable to a fine of £10. It is necessary, under a penalty of £5, for the master of a foreign-going ship to cause the apprentice to appear before the superintendent and produce to him the indenture before proceeding to sea from a port in the United Kingdom.

Licences to supply seamen.—The Board of Trade grant licences to persons they think fit, permitting them to engage or supply seamen or apprentices for merchant ships. Any such licence continues for such period, and may be granted and revoked on such terms as the Board think proper. No one can lawfully engage or supply a seaman or apprentice to be entered on board a ship in the United Kingdom unless he either holds a licence from the Board of Trade for the purpose or is the owner or master or mate of the ship, or is *bonâ fide* the servant and in the constant employment of the owner, or is a superintendent. No one can employ any person for the purpose of engaging or supplying a seaman or apprentice to be entered on board any ship in the United Kingdom, unless that person either holds a licence from the Board of Trade for the purpose, or is the owner or master or mate of the ship, or is *bonâ fide* the servant and in the constant employment of the owner, or is a superintendent. No one can lawfully receive or accept to be entered on board ship any seaman or apprentice, if he knows that the seaman or apprentice has been engaged or supplied in contravention of the above provisions; and any person acting in contravention is liable for each seaman or apprentice in respect of whom an offence is committed to a fine of £20, and, if a licensed person, to forfeiture of his licence. No one can lawfully demand or receive payment directly or indirectly from a seaman or apprentice or any person seeking employment as such of any remuneration therefor other than the authorised fees, under a penalty of £5.

Engagement of seamen.—Every master of a ship (except ships of less than eighty tons registered tonnage exclusively employed in trading between

different ports on the coasts of the United Kingdom) must enter into an agreement with every seaman whom he carries to sea as one of his crew from any port in the United Kingdom. The penalty for omitting to do so, incurred by the master in the case of a foreign-going ship, and the master or owner in the case of a home-trade ship, is £5 for each offence. The agreement must be in the authorised form, dated at the time of the first signature, and signed by the master before a seaman signs it. The agreement must contain the following particulars:—(*a*) Either the nature and, as far as practicable, the duration of the intended voyage or engagement, or the maximum period of the same, and the places, if any, to which the voyage is not to extend; (*b*) the number and description of the crew, specifying how many are engaged as sailors; (*c*) the time at which each seaman is to be on board; (*d*) the capacity in which he is to work; (*e*) the amount of his wages; (*f*) a scale of the provisions to be furnished to him; (*g*) any regulations as to conduct on board, and as to fines and punishments for misconduct, which have been approved by the Board of Trade and which the parties agree to adopt. The agreement must be so framed as to admit of such stipulations as are not contrary to law. But if the master of a ship registered at a port out of the United Kingdom has an agreement with the crew made in due form according to the law of that port or the port at which the crew were engaged, and engages single seamen in the United Kingdom, those seamen may sign the agreement so made, and it is not then necessary to sign an agreement in the approved form. The following provisions have effect with respect to agreements with the crew made in the United Kingdom in the case of foreign-going ships registered either within or without the United Kingdom:—(1) The agreement must be signed by each seaman in the presence of a superintendent; (2) The superintendent must cause the agreement to be read over and explained to each seaman and must attest each signature; (3) When the crew is first engaged the agreement must be signed in duplicate, and one part must be retained by the superintendent and the other delivered to the master, and must contain a space for substitutes or persons engaged subsequently; (4) Where a substitute is engaged in the place of a seaman who signed the agreement and whose services are within twenty-four hours of the ship's putting to sea lost by death, desertion, or other unforeseen cause, the engagement must, when practicable, be made before a superintendent, and, when not practicable, the master must before the ship puts to sea, if practicable, and if not, as soon afterwards as possible, cause the agreement to be read over and explained to the substitute, who then signs the same in the presence of an attesting witness; (5) The agreements may be made for a voyage, or if the voyages of the ship average less than six months may be made to extend over two or more voyages, and the latter class of agreements are called "running agreements"; (6) Running agreements must not extend beyond the next following 30th June or 31st December, or the first arrival of the ship at her port of destination in the United Kingdom, and after that date, or the discharge of the cargo consequent on that arrival; (7) On every return to a port in the United Kingdom before the final termination of a running agreement, the master must make on the agreement an indorsement as to the engagement or discharge of seamen, either that no engagements or discharges have been made, or are intended to be made before the ship leaves

port, or that all those made have been made lawfully, under a penalty for each offence of £20; (8) The master must deliver the agreement so indorsed to the superintendent, who, if the law has been complied with, will sign the indorsement and return the agreement to the master; (9) The duplicate running agreement retained by the superintendent may either be transmitted to the registrar-general or retained by the superintendent until the expiration of the agreement, as the Board of Trade direct. The following provisions have effect with respect to the agreements with the crew of home-trade ships for which an agreement is required—(1) Agreements may be made either for service in a particular ship or for service in two or more ships belonging to the same owner, but in the latter case the names of the ships and the nature of the service must be specified; (2) Crews or single seamen may be engaged before a superintendent in the same manner as in the case of foreign-going ships, but if the engagement is not so made the master must, before the ship puts to sea, if practicable, and if not, as soon after as possible, cause the agreement to be read and explained to each seaman, who signs the same before an attesting witness; (3) An agreement for service in two or more ships belonging to the same owner may be made by the owner instead of the master; (4) Agreements do not, in ships of more than eighty tons burden, extend beyond the next 30th June or 31st December or the first arrival of the ship at her final port of destination in the United Kingdom after that date or the discharge of cargo consequent on that arrival; but the owner or his agent may enter into "time agreements", in forms authorised, with individual seamen to serve in one or more ships belonging to such owner, and those agreements need not expire on the dates named above, and a duplicate of every such agreement must be forwarded to the registrar-general within forty-eight hours after it has been entered into. The Merchant Shipping Act also provides for cases in which there are changes in the crew of foreign-going ships, for granting certificates as to agreements with the crews of foreign-going ships and home-trade ships. The master must at the commencement of every voyage or engagement cause a legible copy of the agreement (omitting the signatures) with the crew to be posted up in some part of the ship accessible to the crew, under a penalty in default of so doing of £5 for each offence. To fraudulently alter, or to make a false entry in or deliver a false copy of an agreement with a crew, or to assist in or procure any such an offence to be committed, is a misdemeanour. Every erasure, interlineation, or alteration in an agreement with a crew (except additions in the case of substitutes or persons engaged after the first departure of the ship) are inoperative, unless proved to have been made with the consent of all the persons interested in the same by the written attestation (if in his Majesty's dominions) of some superintendent, justice, officer of customs, or other public functionary, or elsewhere of a British consular officer, or where there is no such officer, of two respectable British merchants. The Act of 1906 contains a prohibition against the engagement of seamen with an insufficient knowledge of English. *Agreement with Lascars.*—An agreement with a Lascar, or any native of India, binding him to proceed to a port in the United Kingdom or Australia, either as a seaman or passenger, and there to enter in a further agreement in authorised form to serve as a seaman is lawful.

Rating of seamen.—A seaman only becomes entitled to the rating of A.B., that is to say, of an able-bodied seaman, after he has served at sea for three years before the mast. But the employment of fishermen in registered decked fishing vessels only counts as sea service up to the period of two years of that employment; and the rating of A.B. is only granted after at least one year's sea service in a trading vessel, in addition to two or more years' sea service on board of decked fishing vessels so registered. The service is proved by certificates of discharge, by a certificate of service from the registrar-general (granted for a fee of sixpence), specifying in each case whether the service was rendered in whole or in part, in steamship or in sailing ship, or by other satisfactory proof. On disrating a seaman there must be an entry in the log, and a copy must be furnished to the seaman.

Discharge of seamen.—When a seaman serving in a British foreign-going ship, whether registered within or without the United Kingdom, is on the termination of his engagement discharged in the United Kingdom, his discharge, whether the agreement with the crew be one for the voyage or a running agreement, must be effected in the prescribed manner in the presence of a superintendent; and a master acting in contravention of this rule is for each offence liable to a fine of £10. The seamen of a home-trade ship, if the master or owner so desire, may be discharged in the same manner as seamen discharged from a foreign-going ship. The master must sign and give to a seaman discharged from his ship, either on his discharge or on payment of his wages, a certificate of discharge on an approved form, specifying the period of his service and the time and place of his discharge, in default of which the master is liable for each offence to a fine of £10. He must also return the certificate of competency to an officer on his discharge. Where a seaman is discharged before a superintendent, the master must make and sign in an approved form a report of the conduct, character, and qualifications of the seaman discharged, or may state in the said form that he declines to give any opinion upon such particulars or upon any of them, and the superintendent, if the seaman desires, must give to him or indorse on his certificate of discharge a copy of such report. Such reports are recorded. If any person (*a*) knowingly makes a false report of character; (*b*) forges or fraudulently alters any certificate of discharge or report of character, or copy thereof; (*c*) assists in committing, or procures to be committed, any of such offences; (*d*) fraudulently uses any such document which is forged or altered or does not belong to him, he is in respect of each offence guilty of a misdemeanour. A certain sanction may be required for the discharge of a seaman out of the United Kingdom. And a seaman who is so discharged, but at the termination of his service, may require to be sent home.

Payment of wages.—Where a seaman is discharged before a superintendent in the United Kingdom, he must receive his wages through or in the presence of the superintendent, unless a competent court otherwise direct; and if in such a case the master or owner of a ship pays his wages in any other manner, he is for each offence liable to a fine of £10. The seamen of a home-trade ship may, if the master or owner so desires, receive their wages in the same manner as seamen discharged from a foreign-going ship. The master of every ship is required by law, before paying off or discharging a seaman, to deliver a full and true account in an approved form of the sea-

man's wages, and of all deductions to be made therefrom. The account must be delivered—(*a*) where the seaman is not to be discharged before a superintendent, to the seaman himself not less than twenty-four hours before his discharge or payment off; (*b*) where the seaman is to be discharged before a superintendent, either to the seaman himself at or before the time of his leaving the ship, or to the superintendent not less than twenty-four hours before the discharge or payment off. If the master fails without reasonable cause to comply with these requirements, he is for each offence liable to a fine of £5. No deduction from the wages of a seaman is lawful unless it is included in the account, except a deduction in respect of a matter happening after the delivery of the account. The master must, during the voyage, enter the various matters in respect of which the deductions are made with particulars; and must, if required, produce his book at the time of the payment of wage and also at the hearing of any complaint or question relating to the payment. In the case of foreign-going ships (other than ships where seamen are wholly compensated by a share of the profits of the adventure), —(*a*) The owner or master of the ship must pay to each seaman on account, at the time when he lawfully leaves the ship at the end of his engagement, £2, or one-fourth of the balance of wages due to him, whichever is least, and must pay him the remainder of his wages within two clear days (exclusive of Sunday, fast day in Scotland, or bank holiday) after he so leaves the ship; (*b*) if the seaman consents, the final settlement of his wages may be left to a superintendent, and his receipt operates as if it were a release given by the seaman; (*c*) in the event of the seaman's wages or any part thereof not being paid or settled as above mentioned, then, unless the delay is due to the act or default of the seaman or to any reasonable dispute as to liability, or to any other cause not being the wrongful act or default of the master or owner, the seaman's wages will continue to run until the final settlement. And the master of every home-trade ship must pay to every seaman his wages within two days after the termination of the agreement with the crew, or at the time when the seaman is discharged, whichever first happens. If the master or owner fails without reasonable cause to make payment at that time, he must pay to the seaman a sum not exceeding the amount of two days' pay for each day during which payment is delayed beyond that time, but the sum payable is not to exceed ten days' double pay. Any such sum is recoverable as wages. Where a seaman is discharged, and the settlement of his wages completed, before a superintendent, he must sign in the latter's presence a release, in an approved form, of all claims in respect of the past voyage or engagement; and the release must also be signed by the master or owner of the ship and attested by the superintendent. The release operates as a mutual discharge and settlement of all demands between the parties in respect of the past voyage or engagement. The release is retained by the superintendent, and is admissible in evidence. Where the settlement of a seaman's wages is required to be completed through or in the presence of a superintendent, no payment, receipt, or settlement made otherwise than in accordance with these provisions will operate as or be admitted as evidence of the release or satisfaction of any claim. Upon any payment being made by a master before a superintendent, the latter must, if required, sign and give to the master a statement of the whole amount so paid; and the statement

will, as between the master and his employee, be admissible as evidence that the master has made the payments therein mentioned. When the amount in question does not exceed £5 in a dispute as to wages between the master or owner of a ship and a seaman or apprentice, a superintendent may adjudicate, and his decision is final, but he may refuse to decide the question. He has also power to hear and decide other questions, and his award is conclusive, and in any proceeding before him he has power to require the production of the ship's papers and the attendance of the owner and certain other persons for examination in the matter. Any person failing without reasonable cause to comply with the requisition, is for each offence liable to a fine of £5. Where a seaman has agreed with the master of a British ship for payment of his wages in British sterling or any other money, any payment of, or on account of, his wages if made in any other currency than that stated in the agreement must, notwithstanding anything in the agreement, be made at the rate of exchange for the time being current at the place where the payment is made. The Act of 1906 contains other very important provisions with regard to the payment of wages.

Advance and allotment of wages.—Where an agreement with a crew is required to be made in a form approved by the Board of Trade, the agreement may contain a stipulation for payment to or on behalf of the seaman, conditionally on his going to sea in pursuance of the agreement, of a sum not exceeding the amount of one month's wages; and stipulations for the allotment of a seaman's wages may be made in accordance with the Merchant Shipping Act. A stipulation for an allotment note is bound to be offered to the seaman. Save as just stated an agreement by or on behalf of the employer of a seaman for the payment of money to or on behalf of the seaman conditionally on his going to sea from any port in the United Kingdom is void; and any money paid in satisfaction or in respect of any such agreement cannot be deducted from the seaman's wages; and no person has any right of action against the seaman in respect of any money so paid. Any stipulation made by a seaman at the commencement of a voyage for the allotment of any part of his wages during his absence must be inserted in the agreement with the crew, and must state the amounts and times of the payments to be made. When the agreement is required to be made in a form approved by the Board of Trade, the seaman may require that a stipulation be inserted in the agreement for the allotment by means of an "allotment note" of any part (not exceeding one-half) of his wages in favour either of a near relative or of a savings bank. Allotment notes must be in a form approved by the Board of Trade. The expression "near relative" means the wife, father, mother, grandfather, grandmother, child, grandchild, brother or sister of the seaman; and the expression "savings bank" means a seamen's savings bank, or a trustee savings bank, or a post-office savings bank. An allotment in favour of a savings bank must be made according to the regulations of the Board of Trade. The sum received by such bank in pursuance of an allotment can only be paid out on an application made through a superintendent or the Board of Trade by the seaman himself, or in the case of his death by some person to whom his property, if under £100 in value, may be paid under the Merchant Shipping Act. The person in whose favour an allotment note is made may, unless the seaman is shown to have forfeited or ceased to be entitled to the wages out of which the allotment is to be paid, recover the

sums allotted when and as the same are made payable, with costs from the owner of the ship or from any agent of his who has authorised the allotment, in the manner in which seamen's wages, not exceeding £50, can be recovered. But the wife of a seaman, if she deserts her children or so misconducts herself as to be undeserving of the support of her husband, forfeits all right to further payments under an allotment made in her favour. In any proceeding for such recovery, the claimant has only to prove that he is the person mentioned in the note, and that the note was given by an authorised person; and the seaman is presumed to be duly earning his wages, unless the contrary is shown, either (*a*) by the official statement of the change in the crew caused by his absence, made and signed by the master; or (*b*) by a certified copy of some entry in the official log-book to the effect that he has left the ship; or (*c*) by a credible letter from the master of the ship to the same effect; or (*d*) by such other evidence as the Court in their absolute discretion consider sufficient to show that the seaman has ceased to be entitled to the wages out of which the allotment is to be paid. A payment under an allotment note must begin at the expiration of one month from the date of the agreement with the crew, and must be paid at the expiration of every subsequent month after the first month, but only in respect of wages earned before the date of payment. The master is bound to give a seaman facilities for remitting wages.

Seamen's money orders and savings banks.—The Merchant Shipping Act also provides in this connection for the following matters:—(1) The remittance of seamen's wages by seamen's money orders, with power to pay the same when the order is lost; (2) Penalties for issuing money orders with fraudulent intent; (3) Power for the Board of Trade to establish a central seamen's savings bank in London and branch seamen's savings banks at other ports; (4) Power for the National Debt Commissioners to receive deposits of the moneys deposited in such savings banks; (5) The application of deposits of a deceased depositor; (6) The payment by the Board of Trade of the expenses of seamen's savings banks out of the interest received by them from the National Debt Commissioners; (7) The laying of accounts and copies of the regulations before Parliament; (8) The exemption of public officers from legal proceedings except in case of wilful default; and (9) Penalties to be imposed in the case of forgery of documents and other acts for the purpose of obtaining money in seamen's savings banks.

Rights of seamen in respect of wages.—A seaman's right to wages and provisions begins either at the time at which he commences work or at the time specified in the agreement for his commencement or presence on board, whichever first happens. He cannot by any agreement forfeit his lien on the ship; nor be deprived of any remedy for the recovery of his wages to which in the absence of the agreement he would be entitled; nor abandon his right to wages in case of the loss of the ship; nor abandon any right that he may have or obtain in the nature of salvage. Every stipulation or agreement, so far as it purports to so affect a seaman and his rights is void. This rule does not apply, however, to a stipulation made by the seamen belonging to any ship, which according to the terms of the agreement is employed on salvage services, with respect to the remuneration to be paid to them for salvage services to be rendered by that ship to another ship. The right to wages does not depend on the earning of freight. Every seaman

or apprentice who would be entitled to demand any wages, if the ship in which he has served has earned freight, is, subject to all other rules of law and conditions applicable to the case, entitled to demand and recover the same, notwithstanding that freight has not been earned. But in all cases of wreck or loss of the ship, proof that the seaman has not exerted himself to the utmost to save the ship, cargo, and stores, will bar his claim to wages. Where a seaman or apprentice would but for death be entitled by law to receive any wages, dies before they are paid, they are paid and applied in the same manner as wages of a seaman who dies during the voyage. Where the service of a seaman terminates before the date contemplated in the agreement by reason of the wreck or loss of the ship, or of his being left on shore at any place abroad under a certificate of unfitness or inability to proceed on the voyage, he is entitled to wages up to the time of the termination only. A seaman or apprentice is not entitled to wages for any time during which he unlawfully refuses or neglects to work when required, whether before or after the time fixed by the agreement for his commencement of such work, nor, unless the Court otherwise directs, for any period during which he is lawfully imprisoned. Where by reason of illness he is incapable of performing his duty, and it is proved that the illness has been caused by his own wilful act or default, he is not entitled to wages for the time during which he is by the illness incapable of performing his duty. Whenever in any proceeding relating to seamen's wages it is shown that a seaman or apprentice has in the course of the voyage been convicted of an offence by a competent tribunal, and rightfully punished for that offence by imprisonment or otherwise, the Court may direct any part of the wages due to the seaman, not exceeding three pounds, to be applied in reimbursing any costs properly incurred by the master in procuring the conviction and punishment. If a seaman having signed an agreement is discharged otherwise than in accordance with the terms thereof before the commencement of the voyage, or before one month's wages are earned, without fault on his part justifying the discharge, and without his consent, he is entitled to receive, in addition to any wages he may have earned, due compensation for the damage caused to him by the discharge not exceeding one month's wages, and may recover it as if it were wages duly earned. As respects wages due or accruing to a seaman or apprentice to the sea service—(*a*) They are not subject to attachment or arrestment from any court; (*b*) an assignment or sale thereof made prior to the accruing thereof does not bind the person making the same; (*c*) a power of attorney or authority for the receipt thereof is not irrevocable; and (*d*) a payment of wages to the seaman or apprentice is valid in law, notwithstanding any previous sale or assignment of those wages, or any attachment, incumbrance, or arrestment thereof. This does not affect the provisions before mentioned with respect to allotment notes.

Mode of recovering wages.—A seaman or apprentice to the sea service, or a person duly authorised on his behalf, may as soon as any wages due to him, not exceeding fifty pounds, become payable, sue for them before a court of summary jurisdiction in or near the place at which his service has terminated, or at which he has been discharged, or at which any person on whom the claim is made is or resides, and the order made by the Court in the matter is final. A proceeding for the recovery of wages not exceeding fifty

pounds cannot be instituted by or on behalf of any seaman or apprentice to sea service in any superior court of record in his Majesty's dominions, nor as an Admiralty proceeding in any court having Admiralty jurisdiction in those dominions, except—(1) when the owner of the ship is adjudged bankrupt; (2) when the ship is under arrest or is sold by the authority of any such court; or (3) where a court of summary jurisdiction refers the claim to any such court; or (4) where neither the owner nor the master of the ship is or resides within twenty miles of the place where the seaman or apprentice is discharged or put ashore. Where a seaman is engaged for a voyage or engagement which is to terminate in the United Kingdom, he is not entitled to sue in any court abroad for wages unless he is discharged with such sanction as is required by law and with the written consent of the master, or proves such ill usage on the part of or by authority of the master as to warrant reasonable apprehension of danger to his life if he were to remain on board. If a seaman on his return to the United Kingdom proves that the master or owner has been guilty of any conduct or default which, but for the section 166 of the Merchant Shipping Act, 1894, would have entitled the seaman to sue for wages before the termination of the voyage or engagement, he is entitled to receive in addition to his wages such compensation not exceeding twenty pounds as the Court thinks reasonable. The master of a ship has, as far as the case permits, the same rights, liens, and remedies for the recovery of his wages as a seaman. The master of a ship and every person lawfully acting as master, by reason of the decease or incapacity from illness of the master of that ship, has, so far as the case permits, the same rights, liens, and remedies for the recovery of disbursements or liabilities properly made or incurred by him on account of the ship as a master has for the recovery of his wages. If in an Admiralty proceeding in any court having Admiralty jurisdiction touching the claim of a master in respect of wages or of such disbursements or liabilities, any right of set-off or counterclaim is set up, the Court may enter into and adjudicate upon all questions, and settle all accounts then arising or outstanding and unsettled between the parties, and may direct payment of any balance found to be due. *Power of courts to rescind contracts.*—Where a proceeding is instituted in any court in relation to a dispute between an owner or master of a ship and a seaman or apprentice arising out of their relation as such, the Court, if having regard to the circumstances they think it just to do so, may rescind any contract between the owner or master and the seaman or apprentice, or any contract of apprenticeship, upon such terms as the Court may think just; and this power is in addition to any other jurisdiction which the Court can otherwise exercise.

Property of deceased seamen.—The Merchant Shipping Act, 1894, also contains provisions dealing with the following matters: (1) Dealings with and accounts of the property of seamen dying during a voyage; (2) Penalty for non-compliance with provisions as to the same; (3) Property of deceased seamen left abroad but not on board the ship, and dealings therewith by officers abroad; (4) Recovery of wages of seamen lost with their ship; (5) Property of seamen dying at home; (6) Payment over of property of deceased seamen by the Board of Trade; (7) Dealing with a deceased seaman's property when he leaves a will; (8) Claims by creditors; (9)

Dealing with unclaimed property of deceased seamen; (10) Penalties for forgery of documents and other illegal acts for the purpose of obtaining property of deceased seamen; and (11) Property of seamen discharged from the Royal Navy. And see the Act of 1906 as to the property of seamen dying on a ship the voyage of which does not terminate in the United Kingdom.

Miscellaneous.—Many other matters relating to seamen are made the subject of detailed provision in the Merchant Shipping Act, 1894, and that of 1906. Of such may be mentioned the food supply and accommodation on board ship; discipline; the hygienic arrangements on board; the desertion by the master of seamen at home and abroad; the relief by the Board of Trade and certain persons abroad of distressed seamen; volunteering of merchant seamen into the Royal Navy; and the reimbursement out of a seaman's wages of the expenses incurred by a poor law authority in respect of the maintenance of such of his family as he may have deserted. And more particularly may be mentioned the provision affording *Facilities for complaints* by seamen. If a seaman or apprentice whilst on board ship states to the master his desire to make a complaint to a justice of the peace, British consular officer, or officer in command of one of his Majesty's ships, against the master or one of the crew, the master must as soon as possible—(*a*) if the ship is then at a place where there is such a justice or officer, after such statement, and (*b*) if the ship is not then at such a place, after her arrival at such a place, allow the complainant to go ashore or send him ashore in proper custody, or in the case of a complaint to a naval officer, to his ship, for the purpose of making the complaint. The fine for each offence against this regulation is £10. *Protection of seamen from imposition.*—An assignment or sale of salvage payable to a seaman or apprentice made prior to the accruing thereof is generally invalid, and a power of attorney for the receipt of it is not irrevocable. A debt exceeding five shillings incurred by a seaman after he is engaged to serve is not recoverable until the service agreed for is concluded. Local authorities may make and amend bye-laws relating to seamen's lodging-houses in their district. These bye-laws provide for the licensing, inspection, and sanitary condition of seamen's lodging-houses, for the publication of the fact of a house being licensed, for the due execution of the bye-laws, for the prevention of the obstruction of the persons engaged in such execution, for the prevention of persons not duly licensed holding themselves out as keeping licensed houses, and for the exclusion from licensed houses of persons of improper character; and they must impose fines not exceeding £50 for the breach of any bye-law. The bye-laws are published in the *London Gazette* and a local newspaper. When his Majesty in council orders that in any district none but persons duly licensed shall keep seamen's lodging-houses or let lodgings to seamen from a date therein named, a person acting in contravention of that order is liable for each offence to a fine of £100. A local authority may defray all expenses incurred in the execution of these regulations out of the funds at their disposal as a sanitary authority, and fines must be added to the funds. A fine of £10 is incurred for charging for a longer period than a seaman or apprentice has actually resided in a house. If a person receives or takes into his possession any money or effects of a seaman or apprentice, and does not return them or pay the value thereof when required (subject to deduction for board or otherwise), or absconds therewith, he is liable for each offence to a fine of £10. A court of summary jurisdiction may, besides inflicting a fine, direct the amount or value (subject to the deduction if any), or the effects, to be delivered to the seaman or apprentice. If within twenty-four hours after the arrival of a ship at a port in the United Kingdom a person then on board solicits a seaman to become a lodger at the

house of a person letting lodgings for hire, or takes out of the ship any effects of a seaman except under his personal direction and with the master's permission, he is liable for each offence to a fine of £5; and where on a ship's arrival at the end of her voyage any person not being in his Majesty's service or authorised by law—(*a*) goes on board the ship without the permission of the master before the seamen lawfully leave the ship at the end of their engagement or are discharged (whichever last happens); or (*b*) being on board the ship, remains there after being warned to leave by the master, or by a police officer, or by a Board of Trade or customs officer, that person is for each offence liable to a fine of £100 or six months' imprisonment.—*See* SHIPS AND SHIPPING.

SECRETARY of a Company.—It is usual for every joint-stock company to have an official, known as the secretary, by whom it is represented in its transactions with the public, the officials who administer the Companies Acts, and the shareholders. The functions of the office, though always of considerable importance and responsibility, may yet vary in extent and detail according to the nature and scope of the operations of each particular company. It is therefore impossible to state, in general terms, the duties of a company's secretary. In a company of importance his attention is usually restricted to the general supervision of the accountancy department; the arrangement of the business of the directors; the expression of the directors' determinations both to the staff of the company and to those of the public with whom the company has any business relationship; and to the conduct of formalities required by the Companies Acts. In a smaller company his energies may be further occupied in the detail of bookkeeping, and even in the management or operation of actual business transactions. There are, however, certain departments of activity with which convenience or statute has definitely associated him, either solely or jointly with some other official of the company. Of the former may be mentioned such matters as arranging the directors' and shareholders' meetings, and attending thereat and taking the minutes; issuing to the shareholders and others all notices ordered by the directors; corresponding with shareholders and debenture holders with regard to allotments, dividends, calls, transfers, and forfeitures, and so forth; and keeping the more public books of the company, such as the register of members, the share ledger, the transfer book, and the register of mortgages. Of the latter may be mentioned his varying responsibilities under the Companies Acts 1862 to 1900, which generally impose heavy penalties in case of default. Thus he is one of the persons under a liability duly to publish the name of the company; to maintain and enter up the register of mortgages and charges; to keep and permit a certain inspection of the register of members; to enter up and preserve the company's books and documents; to file the prescribed statutory declaration at the commencement of the business of the company; to file a return of the allotment; and to prepare and sign the prescribed annual list of members and summary of affairs. And though the duties of a secretary are so important, yet the nature of the office has received no definition, or even recognition, by the courts (*Barnett* v. *South London Tramways Co.*). "A secretary is a mere servant; his position is that he is to do what he is told." So his power to bind his company by letters or verbal representations is limited and depends upon the same principles as that of any other servant or agent—"No person can assume that he has any authority to represent anything at all; nor can any one assume that statements made by him are necessarily to be accepted as trustworthy without further inquiry, any more than in the case of a merchant it can be assumed that one who is only a clerk has authority to make representations to induce persons to enter into contracts" (*Same Case; Newlands' Case*). Information given by a secretary with regard to the financial situation, dealings, and

relations of his company with third persons should not therefore be accepted, as a matter of course, as given with the full authority of the company; but any letters in respect of the company's business which are signed by him are *primâ facie* the letters of the company (*Johnson* v. *Lyttle's Iron Agency*). And thus, being nothing more than an ordinary employee, a secretary must look to the special terms of his appointment in regard to such matters as his duties, conditions of service, and remuneration. These terms should, as a general rule, be expressed in an agreement under seal, but often they appear only in the resolution of the directors under which the appointment is made; the articles of association are by no means the place for an effective contract of service. The principles general to the relationship of master and servant also determine the matter of the dismissal of a secretary, though it is useful to note that a resolution or order for winding up is equivalent to dismissal (*Chapman's Case*), as also is the appointment of a manager and receiver at the instance of the holders of debentures (*Reid* v. *Explosives Co.*). A secretary, as such, has no power to strike a name off the register (*Wheatcroft's Case*); nor, without due authority, to make calls. But by "certifying" a transfer he may raise an estoppel against his company (*Bishop* v. *Balkis Consolidated Co.*).

SEEDS.—It is a criminal offence to sell, sow, or expose poisoned seeds; but there is nothing to prohibit "the offering or exposing for sale or selling, or the use of any solution, or infusion, or any material or ingredient for dressing, protecting, or preparing any grain or seed for *bonâ fide* use in agriculture only, or the sowing of such last-mentioned grain or seed so prepared." The Adulteration of Seeds Act, 1869, imposes the punishment of a fine or imprisonment upon any one who adulterates or deals in adulterated seed. And in addition to such punishment the Court can order the offender's name, occupation, place of abode, and place of business, and particulars of his punishment, to be published in the newspapers, or otherwise as the Court decides, at his expense. The following are the offences aimed at by the Act:—(1) Killing or causing to be killed any seed, or, in other words, destroying by artificial means the vitality or germinating power of the seeds; (2) Dyeing or causing to be dyed any seed, the term "dyeing" including the application to seeds of any process of colouring, dyeing, or sulphur smoking; and (3) Selling or causing to be sold any killed or dyed seeds. *See* ADULTERATION; FERTILISERS.

SEQUESTRATION in Scots Law.—The aim of a sequestration is to vest in the trustee in a bankruptcy all the estate of the bankrupt with a view to its realisation and distribution among his creditors, according to their preferences, and to afford him, in a proper case, a discharge from his liabilities. A sequestration may be obtained at the instance and upon the application of either the debtor himself (not necessarily notour bankrupt or insolvent) with concurrence of creditors qualified as aftermentioned, or one or more creditors so qualified, even though the debtor be a trader or not, a firm, a corporation (other than a railway or joint stock company), a married woman, an *incapax*, a peer, a member of parliament. Even a foreigner is not an exception, provided he has resided in Scotland for at least forty days; but the court has power, within three months, to recall the award where the bankruptcy should more properly proceed in England or Ireland. The estate of a deceased debtor may, on the application of the deceased's mandatary, or of a creditor or creditors duly qualified as aftermentioned, also be sequestrated. Applications for sequestration are made by petition either in the Court of Session or in the Sheriff Court. The Sheriff Court having jurisdiction is that of the county where the debtor has resided or carried

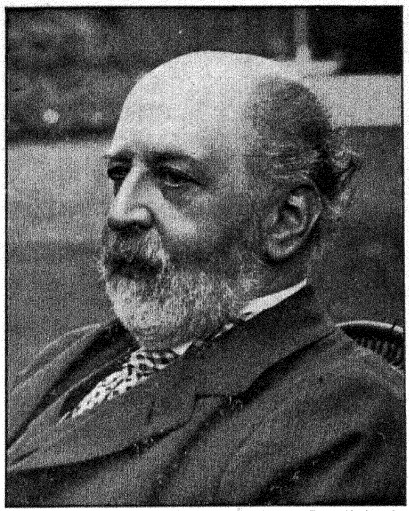


Photo: Russell, London

LORD ROTHSCHILD, one of the greatest authorities on finance, and a leader in many political and social movements. Was born in 1840. Lord-Lieutenant for Buckinghamshire since 1889, and a Lieutenant for the City of London. Is said to own about 15,400 acres of land.

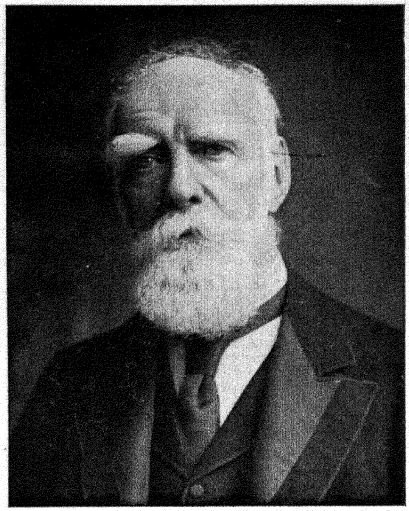


Photo: Russell, London

LORD STRATHCONA was born in Scotland (1820). Has been associated with Canada since he joined the Hudson Bay Company at an early age; is a Governor of the Hudson Bay Company, and a Director of two of the leading Canadian Railway Companies. His life is bound up with the development of Canada, commercially and politically.

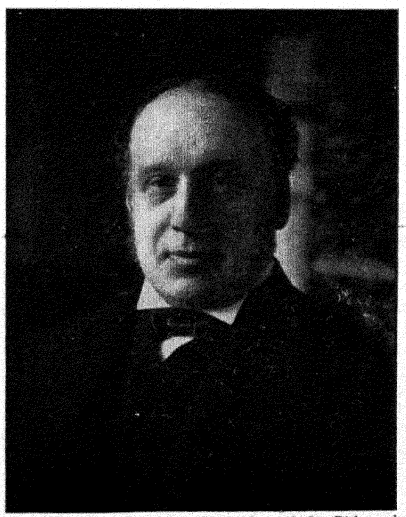


Photo: Byrne & Co., Richmond

SIR WILLIAM H. HOULDSWORTH, Bart., M.P. for N.W. Manchester 1883–1906. Born 1834. His large cotton mills at Manchester were amalgamated, 1898, with other firms under the title of the Fine Cotton Spinners' and Doublers' Association, Ltd., with a capital of £6,000,000. Was member of Royal Commission on Depression of Trade.

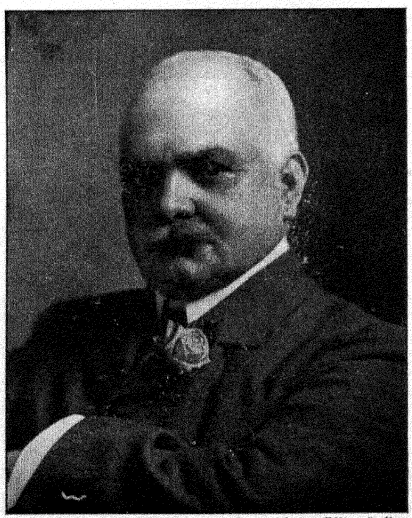


Photo: Elliott & Fry

SIR E. H. HOLDEN is Chairman of the London City and Midland Bank, and a great authority on banking subjects. He was born in 1848, is a Lancashire man, and was educated at Queen's College, Manchester. Has sat in the House of Commons for the Heywood Division.

on business for the year preceding the date of the petition for sequestration. A creditor's petition must be presented within four months of notour bankruptcy being constituted. To support a sole creditor's petition it must be founded on a debt amounting to not less than £50. To support a petition by two creditors, or three or more, the debts must amount together respectively to not less than £70 or £100. The debt must not be a contingent one, though it may be liquid, illiquid, or future, and may include interest and expenses. The petition is verified by an affidavit of the creditor or his agent, accompanied by all vouchers necessary to prove the debt, and, upon its presentation, a citation is issued against the debtor requiring him to appear before the Court within a specified time and show cause, if he can, why sequestration should not be awarded. If no such cause be shown, and the debt claimed is not paid, the Court has no discretion (after production of evidence that the statutory requirements have been complied with) but to award sequestration, appoint the first meeting of creditors, and advertise a notice in the *Gazette*. Subject to the debtor's right to any surplus he is thereupon divested of his estate in favour of the whole body of his creditors for the purposes of the Bankruptcy Acts, the only property left to him being his necessary clothing and that of his wife and family. At the first meeting—called the "first statutory meeting"—a trustee is elected by those creditors who can *primâ facie* prove their claims against the estate by means, as a rule, of oath, business and other accounts and vouchers. A deduction must always be made in respect of securities, and the claim be made in respect of the balance. There is also elected at this meeting a committee of the creditors three in number (if there be so many creditors), who are called "The Commissioners." They act gratuitously, and their function is to advise with and form a check upon the trustee in his management of the estate. The bankrupt there puts in a statement of his affairs and places himself in the hands of the trustee in order to aid him in winding up the estate. As a rule the bankrupt is allowed a weekly dole. The Bankruptcy Act goes minutely into the mode in which the various classes of claims—contingent debts and annuities, for example—are assessed; and in it will also be found the detail of the procedure at the election of the trustee, and an enumeration of the disqualifications for the office. The trustee, who represents both the creditors and the debtor, derives his title from an Act and Warrant, by which the Court confirms his appointment, and thereby he is completely vested with the bankrupt's estate. This he takes possession of, manages, realises, and converts into money with the view of its distribution among the creditors as directed by them or, failing such directions, with the advice of the commissioners, keeping all prescribed and necessary books and accounts, subject to a liability for penalties in the event of his default. Fixed salaries of office yield to the trustee any excess above a competence for the bankrupt; and Government pay may be similarly docked. Alimentary funds, not in arrear and not in excess, cannot be touched, except indirectly as a condition of discharge. As soon as may be after the Act and Warrant has been issued a day is appointed for the examination of the bankrupt—the third leading stage in the proceedings—at which the bankrupt is compelled, under penalty of apprehension, to make a full disclosure of all his affairs. His partners, wife, family, clerks, and others, who can give information in relation to the estate, are also liable to attend and submit themselves to examination. This examination is not the taking of evidence; it is the procuring of information for the use of the trustee in the administration of the estate. Its object is "to ascertain what the bankrupt's estate consists of, where it is, what he has done with it or to affect it," not such matters as the validity of claims, or the whereabouts of the

bankrupt himself. After the examination the second statutory meeting is called. This is the fourth and one of the most important steps in the process. Subsequently, the trustee having realised the estate and distributed it among the creditors, it is competent for the bankrupt to apply to the Court for his discharge. Until this is obtained he labours under certain personal disqualifications in respect of his status as a citizen, though his status in family and non-official life may remain unchanged. The payment of a composition of five shillings in the pound will entitle him to a discharge, provided there has been no irregularity or fraud; and so also will a less composition, if it can be proved that failure to pay more has arisen from circumstances for which the bankrupt cannot justly be held responsible. An offer of a composition can be made at the first statutory meeting and accepted at the second. The acceptance, however, must be the act of a majority in number and nine-tenths in value of the creditors. Only four-fifths in value will be a sufficient majority if the acceptance is made at a later meeting. Discharge upon a composition re-invests the estate in the bankrupt, under reservation of claim for the composition; but if the composition is not paid the original debt will not revive. Payment of a dividend may also support an application for discharge, provided the dividend is of the amount requisite for a composition, that there has been no irregularity or fraud, and that the bankrupt has not fraudulently concealed any part of his effects or wilfully failed to comply with any of the provisions of the bankruptcy law. This discharge may be craved at any time after the second meeting of creditors, if all concur; and thereafter on the concurrence of a continually dwindling majority till two years after the award, when no concurrence is required.

SERVANTS' REGISTRIES. *See* APPENDIX II.

SEWERS.—It is important to note the difference between a sewer and a drain; sewers are under the control of the local authorities, while the occupier or owner of the premises is responsible for the drains. Such is the effect of section 13 of the Public Health Act, 1875, which runs as follows:—"All existing and future sewers within the district of a local authority, together with all buildings, works, materials, and things belonging thereto, except—(1) Sewers made by any person for his own profit, or by any company for the profit of the shareholders; and (2) Sewers made for the purpose of draining, preserving, or improving land under any local or private Act of Parliament, or for the purpose of irrigating land; and (3) Sewers under the authority of any commissioners of sewers appointed by the Crown, shall vest in and be under the control of such local authority. Provided that sewers within the district of a local authority which have been or may hereafter be constructed by or transferred to some other local authority or by a sewage board or other authority empowered under any Act of Parliament to construct sewers shall (subject to any agreement to the contrary) vest in and be under the control of the authority who constructed the same or to whom the same has been transferred."

The *definitions* of the terms appear in section 4 of the same Act. "'Drain' means any drain of and used for the drainage of one building only, or premises within the same curtilage, and made merely for the purpose of communicating therefrom with a cesspool or other like receptacle for drainage, or with a sewer into which the drainage of two or more buildings or premises occupied by different persons is conveyed.

"'Sewer' includes sewers and drains of every description, except drains to which the word 'drain' interpreted as aforesaid applies, and except drains vested in or under the control of any authority having the management of

roads and not being a local authority under this Act." But by section 19 of the Act of 1890 builders are partially prevented from making one drain serve two or more houses, so that the liability therefor is shifted to the local authority. The section runs as follows:—"(1) Where two or more houses belonging to different owners are connected with a public sewer by a single private drain, an application may be made under section 41 of the Public Health Act, 1875 (relating to complaints as to nuisances from drains), and the local authority may recover any expenses incurred by them in executing any works under the powers conferred on them by that section from the owners of the houses in such shares and proportions as shall be settled by their surveyor or (in case of dispute) by a court of summary jurisdiction. (2) Such expenses may be recovered summarily or may be declared by the Urban authority to be private improvement expenses under the Public Health Acts, and may be recovered accordingly. (3) For the purpose of this section the expression 'drain' includes a drain used for the drainage of more than one building."

Restrictions on the use of sewers.—No one, under pain of a penalty, may cause a building to be newly erected over any sewer of an urban authority; or cause a vault, arch, or cellar to be newly built or constructed under the carriage-way of a street. Penalties are also imposed on persons who cause injurious matters to flow into public sewers. Sections 16 and 17 of the Act of 1890 are as follows:—

16.—(1) It shall not be lawful for any person to throw, or suffer to be thrown, or to pass into any sewer of a local authority or any drain communicating therewith, any matter or substance by which the free flow of the sewage or surface or storm water may be interfered with, or by which any such sewer or drain may be injured; (2) Every person offending against this enactment shall be liable to a penalty not exceeding £10, and to a daily penalty not exceeding twenty shillings. 17.—(1) Every person who turns or permits to enter into any sewer of a local authority or any drain communicating therewith (*a*) any chemical refuse; or (*b*) any waste steam, condensing water, heated water, or other liquid (such water or other liquid being of a higher temperature than 110° F.), which, either alone or in combination with the sewage, causes a nuisance or is dangerous or injurious to health, shall be liable to a penalty not exceeding £10, and to a daily penalty not exceeding £5. (2) The local authority, by any of their officers either generally or specially authorised in that behalf in writing, may enter any premises for the purpose of examining whether the provisions of this section are being contravened, and if such entry be refused any justice, on complaint on oath of such officer, made after reasonable notice in writing of such intended complaint has been given to the person having custody of the premises, may, by order under his hand, require such person to admit the officer into the premises, and if it be found that any offence under this section has been or is being committed in respect of the premises, the order shall continue in force until the offence shall have ceased or the work necessary to prevent the recurrence thereof shall have been executed. (3) A person shall not be liable to a penalty for an offence against this section until the local authority have given him notice of the provisions of this section, nor for an offence committed before the expiration of seven days from the service of such notice, provided that the local authority shall not be required to give the same person notice more than once.

SHARES.—A company registered under the Companies Acts usually has its capital divided into shares. Thus, if its capital is, say, £100,000, the

division may be into 100,000 shares of £1 each, a share being held by every member who has subscribed or agreed to subscribe a pound. Such a member, who is called a "shareholder," is at liberty to subscribe as much as he pleases towards the capital of the company, and in respect of every pound of his subscription he possesses a share in the company. This liberty may be restricted, however, in many ways. The regulations of the company, for instance, may exclude a particular class of persons from becoming shareholders or may prohibit them from holding more than a certain number of shares; or the company will generally be entitled to refuse to accept a person as a shareholder, on the ground that he is under some legal incapacity or is not in a position to assume a responsibility in respect of his proposed subscription; or the demand of the public for shares in a particular company may be so great as to prevent more than a limited number being available. A shareholder receives a certificate as evidence of title to his shares, and this certificate states whether the shares are fully paid or only partly paid, in which latter case the shareholder is liable to the company in the event of the balance of the subscription they represent, or any part of it, being called up.

The right of a shareholder to transfer his shares and the mode in which a transfer may be effected are usually the subject of special regulation by the company's articles. Where, however, there is no such special regulation the shareholder should look to the provisions of Table A. As a rule, the special regulations of a company follow those provisions, the substance of which will now be set out.

In the first place it is provided that when several persons are registered as joint holders of a share, then any one of them can give effectual receipts for any dividend thereon. Every shareholder is entitled, on payment of a fee of not more than one shilling, to a certificate under the common seal of the company, specifying the shares held by him, and the amount paid up thereon. Should the certificate be worn out or lost, it may be renewed, on payment of a fee not exceeding one shilling. *Calls.*—The directors are entitled, as and when they think fit, to make calls upon the shareholders in respect of money unpaid on their shares. But this power may be limited by express stipulation in the prospectus, and cannot generally be exercised unless twenty-one days' notice is given of each call. If a call is not paid by the appointed day the shareholder may render himself liable to payment of interest thereon at the rate of 5 per cent. The directors may, if they think fit, receive from a willing member all or any part of the moneys due upon the shares he holds beyond the sums actually called for; and upon the moneys so paid in advance, or upon any sum paid in excess of calls, the company can pay to the shareholder an agreed interest. *Transfer.*—The following is the usual form of transfer of shares:—

I, A.B., of , in consideration of the sum of pounds paid to me by C.D. of , do hereby transfer to the said C.D. the share [*or* shares] numbered standing in my name in the books of the Company, to hold unto the said C.D., his executors, administrators, and assigns, subject to the several conditions on which I held the same at the time of the execution hereof. And I, the said C.D., do hereby agree to take the said share [*or* shares],

subject to the same conditions. As witness our hands and seals the day of .

Signed, sealed, and delivered by, &c. — A. B. — L. S.

[*Name and address of witness.*] — C. D. — L. S.

This instrument should be executed by both the transferor and transferee. And as the transferor is considered to remain the holder of the shares until the name of the transferee is entered in the register of the company in respect of the transfer, it is advisable that the transfer be left at the office of the company for registration directly it has been executed by both parties. The company have the right to decline to register a transfer of shares made by a shareholder who is indebted to them. The transferor has the same right as the transferee to make an application for registration of a transfer. During the fourteen days immediately preceding the ordinary general meeting of the company the books are closed, and there can be no registration of transfers. It frequently happens that the transfer is only concerned with a certain number of shares which are part of a larger holding by the transferor, and that the latter has only one certificate in respect of his whole holding. It is obvious that under such circumstances the transferor will not hand over his certificate to the transferee. To meet the difficulty of the situation and to place the transferee, until new certificates have been issued, in as nearly as possible the same position as if he had received a share certificate as well as the transfer, a practice has been established whereby the transferee receives a "certified transfer" from the transferor. The transferor takes his certificate and the executed transfer to the company, and the latter indorses upon the transfer a certificate to the effect that: "Certificate for —— shares has been lodged at the company's office. Date ——. —————— Secretary." A transfer so certified is "good delivery" of the shares according to the rules of the London Stock Exchange. In some cases the transfer is certified by an official of the Stock Exchange.

Transmission of shares.—It need hardly be stated that a registered shareholder is always entitled, as a general rule, to dispose of his shares to some other person. But where the shareholder has died a company will only recognise his executors or administrators as having any title to his shares. Any one who becomes entitled to shares in consequence of the death, bankruptcy, or insolvency of a shareholder, or in consequence of the marriage of a female shareholder, can himself be registered as a shareholder upon producing the evidence required by the company. Instead, however, of being so registered himself he is entitled to have a nominee registered as a transferee, provided he duly executes a transfer.

Forfeiture.—If a shareholder fails to pay a call on the appointed day, the directors can give him notice requiring payment, with interest, by a specified date. The notice also states that in the event of non-payment the shares in respect of which the call was made will be liable to forfeiture. Shares forfeited on account of non-compliance with this notice become the property of the company, and may be disposed of in such manner as a general meeting thinks fit. Notwithstanding a forfeiture, the shareholder is liable to pay all calls owing at the time thereof.

Conversion into stock.—The directors of a company, with the sanction of a general meeting, have power to convert any paid-up shares into stock. When such a conversion has been effected the holders of the stock have the same right, so far as circumstances permit, to transfer their stock, or any part of it, as they had to transfer their shares. And they are entitled to participate in the dividends and profits of the company according to their interests in the stock.

Share warrants to bearer.—In the case of a company limited by shares the company, if and so far as authorised so to do by its regulations as originally framed or as altered by special resolution, may issue a sealed warrant with respect to stock or fully paid-up shares. This warrant, which is always referred to as a share warrant, states that the bearer is entitled to the stock or shares specified therein, and it provides, by coupons or otherwise, for the payment of the future dividends. It entitles the bearer to the specified stock or shares, and these may be transferred by mere delivery of the instrument. In order to be registered as a member of the company the bearer of a share warrant must surrender it for cancellation. On the issue of a share warrant the company is bound to strike out of its register the name of the member then entered therein as a stock or shareholder as if he had ceased to become a member. The stamp duty is that payable on an amount equal to three times the amount of the *ad valorem* duty which would be chargeable on a deed transferring the stock or shares specified in the warrant, if the consideration for the transfer were the nominal value of the stock or shares. Severe penalties are incurred by any one who forges a share warrant, or falsely personates the owner, or manufactures a false warrant.

SHERIFF.—In England the sheriff was originally, at common law, a royal officer to whom was entrusted the government of a county, the command and control of its militia, and the presidency of its court. To-day, however, the functions of his office are not nearly so extensive. He is responsible for the execution of a sentence of death, the execution of writs of the High Court, the return of elections, and the summoning of juries. But these and his other remaining duties are now actually performed by an under-sheriff, though his responsibility therefor continues. His personal attendance upon his Majesty's judges when on circuit is still obligatory; he must sufficiently lodge and maintain them, show them due respect in and out of court, and regularly attend the assizes. He is appointed annually. He cannot act as a justice of the peace during his term of office.

SHIPPING INQUIRIES AND COURTS.—*Inquiries and investigation as to shipping casualties.*—Where a shipping casualty, as defined by the Merchant Shipping Act, 1894, has occurred, a preliminary inquiry may be held by the persons therein named, who have for the purposes of the inquiry the powers of a Board of Trade inspector. Formal inquiries are also authorised, in some cases with the assistance of one or more assessors appointed out of a list of approved persons, which is in force for three years. In the case of loss of life by reason of any casualty happening to or on board any boat belonging to a fishing vessel, the Board may order an inquiry to be made or a formal investigation to be held as in the case of a shipping casualty. *Powers as to certificates of officers, &c.*—The Board of Trade may suspend or cancel the certificate of any master, mate, or engineer if it is

FACSIMILE OF A BILL OF LADING.]

No.

Shippers are requested to note particularly the terms and conditions of this Bill of Lading with reference to the validity of their insurance upon their goods.

Shippers may by paying a higher rate of Freight ship their goods under Bill of Lading (known as the Red Bill of Lading) under which the Company take responsibilities not imposed by this Form.

Shippers are cautioned against shipping goods of a dangerous or damaging nature as by so doing they become responsible for all consequential damage and also render themselves liable to penalties imposed by Statute.

PENINSULAR & ORIENTAL STEAM NAVIGATION COMPY. QUIS SEPARABIT

Shipped in good order and well-conditioned by J. Brett & Co in the **Peninsular & Oriental Steam Navigation Company's** STEAM SHIP Shamrock III whereof is Commander for this present Voyage John Nemo and now riding at Anchor in London

5 (five) packages Merchandize

being marked and numbered as in the margin and to be delivered subject to the exceptions and conditions at foot hereof in the like good order and well-conditioned at the Port of Bombay unto Bennett Bros. & Co

or to his or their Assigns on Freight for the said Goods being paid in London by the Shippers as per margin. Ship lost or not lost.

In Witness whereof the Commander of the Ship hath affirmed to Three Bills of Lading all of this tenor and date one of which being accomplished the others to stand void.

Dated in LONDON 9th July 1901

BB & Co
Bombay 1/5
5 Cases Candles

Freight on

at, in full 1. 5. 0

1. 5. 0

The following are the Exceptions and Conditions above referred to :—

Weight Measure Contents and Value unknown

The Act of God the King's Enemies restraint of Princes Rulers or Peoples restriction of Quarantine Pirates Robbers or Thieves by Sea or Land Loss by Thefts or Robberies by Sea or Land and whether by persons directly or indirectly in the employment or service of the Company or otherwise Accidents Loss or Damage from Vermin Barratry Fire Jettison Collision Machinery Boilers Steam or Defects latent or otherwise in Hull Tackle Boilers or Machinery or their appurtenances and all Perils Dangers and Accidents of the Seas Rivers Land Carriage and Navigation of what kind soever and accidents loss damage delay or detention from any Act or default of the Egyptian Government or the Administration of the Suez Canal or arising out of or consequent upon the employment of the Company's Vessels in or assistance rendered by them in the performance of His Majesty's Mail Service or loss delays or any other consequences arising from combinations of workmen or others whether ashore or afloat strikes or civil commotion or any Act neglect or default whatsoever of the Pilot Master Mariners or other Servants or of the Agents of the Company or from transhipment or warehousing or from obliterations of marks or numbers or from leakage breakage insufficiency of packages or sweat or rust or injurious effects of other Goods or from Ships not having room at Port of Transhipment are all excepted.

Whenever through Bills of Lading are granted by the Company and shipment transhipment carriage or delivery of the goods is to be performed or partly performed by the Vessels or Agents or Servants of other Shipowners all the exceptions and conditions in this Bill of Lading shall apply to such other Owners' Vessels Agents or Servants as well as to the Company their Vessels Agents or Servants.

The Ships are to be at liberty to sail with or without Pilots and to tow and assist Vessels in all situations and also to deviate from the Voyage for any purpose or to touch and stay at other Ports either in or out of the way.

A written Declaration of the Contents and Value of Goods must be delivered by the Shippers to the Company with the Bills of Lading and an untrue Declaration shall release the Company from all responsibility and shall entitle the Company to charge double Freight on the real value.

All Goods must be distinctly marked with the Marks Numbers and Port of Destination otherwise the Company will not be responsible for detention or mis-delivery.

The Company shall have the option of making delivery of Goods either over the Ship's side or from Lighters or a Store Ship or Hulk or Custom House or Warehouse or Wharf or Dock or Quay at Merchant's risk. In all cases their liability is to cease as soon as the Goods are free from the Ship's tackles.

Consignees or their Assigns must be ready to take delivery of Goods as soon as the Ship is ready to discharge them otherwise the Company shall be at liberty to land and warehouse or discharge them into a Store Ship or Hulk or Lighters at the Merchant's risk and expense and shall have a lien thereon for such expense.

Specie deliverable in London will be landed at a Port in England and conveyed to the Bank of England at the Company's expense but at the Merchant's risk. All liability of the Company is to cease as soon as the Specie is free from the Ship's tackles.

In case of Quarantine the Goods may be discharged into Quarantine Depôt Hulk or other Vessel as required for the Ship's despatch. Quarantine expenses upon the Goods of whatsoever nature or kind shall be borne by the Owners of the Goods.

The Company are to be at liberty to carry the said Goods to their Port of Destination by the above or other Steamer or Steamers Ship or Ships either belonging to the Company or to other persons proceeding either directly or indirectly to such Port and in so doing to carry the Goods beyond their Port of Destination and to tranship or land and store the Goods either on shore or afloat and reship and forward the same at the Company's expense but at Merchant's risk.

In cases where the ultimate destination at which the Company may have engaged to deliver Goods is other than the Steamer's Port of Discharge the Company reserve the right to forward such Goods by Rail. The Company act as forwarding Agents only from that Port and in all cases their liability is to cease as above provided.

Goods carried on deck are carried solely at the Merchant's risk.

Not accountable for Money Documents Gold Silver Bullion Jewellery or Precious Stones nor for any other Goods the value of which exceeds £100 for any one package unless the Value be expressed on the Bills of Lading.

Any claim that may arise in respect of Goods shipped by the Company's Steamers must be made at the Port of Delivery.

J. Nemo Commander.

shown that he has been convicted of any offence. Powers are given to certain courts to cancel or suspend such certificates, and the Board may cause an inquiry to be held into the conduct or competency of any certificated officer. In certain cases the master of a ship may be removed upon the application of the owner or his agent, or of the consignee or of a certificated mate, or of one-third or more of the crew of the ship. A certificate cancelled or suspended must be delivered up to the Court or to the Board of Trade under a penalty of £50. The Board may reissue and return such cancelled certificate, or shorten the time of its suspension, or grant in lieu thereof a certificate of the same or any lower grade. *Rehearing of investigations and inquiries.*—Where a formal investigation into a shipping casualty or an inquiry into the conduct of a master, mate, or engineer has been held, the Board may order the case to be reheard if they have reason to believe that a miscarriage of justice has occurred. There is also, under the Merchant Shipping Act, 1906, a right of appeal by the owner or any other person interested in the ship. *Supplemental provisions as to investigations and inquiries.*—Where a stipendiary magistrate is in any place a member of the local marine Board a formal investigation at that place into a shipping casualty is required, when he happens to be present, to be held before him. The Lord Chancellor has power to appoint Wreck Commissioners for the United Kingdom, so that there shall not be more than three of them at any one time. The legislature of any British possession may in certain cases authorise any court or tribunal to make inquiries as to shipwrecks or other casualties affecting ships, or as to charges as to incompetency or misconduct on the part of masters, mates, or engineers of ships; but an inquiry must not be held into any matter which has once been the subject of an investigation or inquiry and has been reported on by a competent court in any part of his Majesty's dominions. Where an investigation or inquiry has been commenced in the United Kingdom with reference to any matter, an inquiry into the same matter must not be made in any British possession. There are general rules in force relating to the foregoing.

SHIPS AND SHIPPING, together with other related matters such as SEAMEN, form the subject of the Merchant Shipping Acts. That of 1894 and 1906 are the principal.

Qualification for owning British ships.—A ship is not a British ship unless owned wholly by persons of the following description, namely: (*a*) Natural born British subjects; (*b*) persons naturalised; (*c*) persons made denizens; (*d*) bodies corporate established under and subject to the laws of some part of his Majesty's dominions and having their principal place of business there. But a natural born British subject who has taken the oath of allegiance to a foreign sovereign or State or has otherwise become a citizen or subject of a foreign State, or a person who has been naturalised or made a denizen as aforesaid, is not qualified to be owner of a British ship unless, after taking such oath or becoming a citizen or subject of a foreign State, or on being naturalised or made denizen, he has taken the oath of allegiance to his Majesty the King, and during his ownership of the ship he continues resident in his Majesty's dominions, or partner in a firm actually carrying on business therein. *Obligation to register.*—Every British ship (unless exempted from registry) must be registered. If not registered she is not recognised as a British ship. A ship required to be registered may be

detained until her master produces the certificate of registry. *Exemptions from registry.*—There are exemptions in the following cases only: (*a*) Ships not exceeding fifteen tons burden employed on the rivers or coasts of the United Kingdom, or on those of some British possession within which the managing owners are resident; (*b*) ships not exceeding thirty tons burden, and not having a whole or fixed deck, and employed solely in fishing or trading coastwise on the shores of Newfoundland or parts adjacent thereto; or in the Gulf of St. Lawrence, or the portions of the coasts of Canada bordering on that gulf. *Procedure for registration.*—The following persons are registrars of British ships: (*a*) At any port in the United Kingdom or Isle of Man approved by the commissioners of customs for the registry of ships, the chief officer of customs; (*b*) in Guernsey and Jersey, the chief officers of customs, together with the Governor; (*c*) in Malta and Gibraltar, the Governor; (*d*) at Calcutta, Madras, and Bombay, the port officer; (*e*) at any other port in any British possession approved by the Governor, the chief officer of customs, or if there be no such officer there resident, the Governor of the possession in which the port is situate, or any officer appointed for the purpose by him; (*f*) at a port of registry established by order in council, persons of the description declared in the order. *Register book.*—Every registrar keeps a register book, the entries in which are made in accordance with the following provisions:—(1) The property in a ship must be divided into sixty-four shares: (2) except in the case of joint-owners or owners by transmission, not more than sixty-four individuals are entitled to be registered at the same time as owners of any one ship; but this rule does not affect the beneficial title of any number of persons or of any company represented by or claiming under or through any registered owner or joint-owner: (3) a person is not entitled to be registered as owner of a fractional share in a ship; but any number of persons not exceeding five may be registered as joint-owners of a ship or of any share or shares therein: (4) joint-owners are considered as constituting one person only as regards the persons entitled to be registered, and are not entitled to dispose in severalty of any interest in a ship, or in any share therein, in respect of which they are registered: (5) a corporation may be registered as owner by its corporate name. *Survey and measurement of ship.*—Every British ship must before registry be surveyed by a surveyor of ships and her tonnage ascertained, and the surveyor grants his certificate specifying her tonnage and build and other particulars, and delivers such certificate to the registrar before registry. *Marking of ship.*—Every British ship must before registry be marked permanently and conspicuously, to the satisfaction of the Board of Trade, as follows: (*a*) Her name must be marked on each of her bows, and her name and the name of her port of registry must be marked on her stern, on a dark ground in white or yellow letters, or on a light ground in black letters, such letters to be of a length not less than four inches, and of proportionate breadth; (*b*) her official number and the number denoting her registered tonnage must be cut in on her main beam; (*c*) a scale of feet denoting her draught of water must be marked on each side of her stern and of her stern-post in Roman capital letters or in figures, not less than six inches in length, the lower line of such letters or figures to coincide with the draught line denoted thereby, and those letters or figures must be marked by being cut in and painted white or yellow

on a dark ground, or as the Board of Trade approve. The Board of Trade may exempt any class of ships from all or any of these requirements, and a fishing boat entered, lettered, and numbered as required by law need not have her name and port of registry so marked. If the scale of feet is inaccurate, so as to be likely to mislead, the owner of the ship is liable to a fine of £100. The marks must be permanently continued, and no alteration can be made therein, except in the event of any of the particulars thereby denoted being altered in the manner provided by law. If an owner or master of a British ship neglects to cause his ship to be so marked, or to keep her so marked, or if any person conceals, removes, alters, defaces, or obliterates, or suffers any person under his control to conceal, remove, alter, deface, or obliterate any of the said marks, except in the event aforesaid, or except for the purpose of escaping capture by an enemy, that owner, master, or person is for each offence liable to a fine of £100, and the ship may be detained until the insufficiency or inaccuracy is remedied.

Application for registry.—An application for registry of a ship must be made in the case of individuals by the person requiring to be registered as owner, or by some one or more of the persons so requiring if more than one, or by his or their agent, and in the case of corporations by their agent; and the authority must be testified in writing if appointed by individuals, under the hands of the appointors, and if appointed by a corporation, under the common seal of that corporation. *Declaration of ownership.*—A person is not entitled to be registered as owner of a ship or a share therein until he, or in the case of a corporation the person authorised by law to make declarations on behalf of the corporation, has made and signed a declaration of ownership, referring to the ship as described in the certificate of the surveyor, and containing the following particulars:—(1) A statement of his qualification to own a British ship, or in the case of a corporation, of such circumstances of the constitution and business thereof as prove it to be qualified to own a British ship; (2) a statement of the time when and the place where the ship was built, or, if the ship is foreign built and the time and place of building unknown, a statement that she is foreign built and that the declarant does not know the time and place of her building; and in addition thereto, in the case of a foreign ship, a statement of her foreign name, or, in the case of a ship condemned, a statement of the time, place, and court at which she was condemned; (3) a statement of the name of the master; (4) a statement of the number of shares in the ship in which he or the corporation, as the case may be, is entitled to be registered as owner; (5) a declaration that to the best of his knowledge no unqualified person is entitled as owner to any legal or beneficial interest in the ship or any share therein. *Evidence on first registry.*—On the first registry of a ship the following evidence must be produced in addition to the declaration of ownership:—(*a*) In the case of a British built ship, a builder's certificate signed by the builder, and containing a true account of the proper denomination and of the tonnage of the ship, and of the time and place of her construction, and of the person on whose account she was built, and if there has been any sale, the bill of sale under which the ship, or a share therein, has become vested in the applicant; (*b*) in the case of a foreign built ship, the same evidence, except where the time and place of her building are unknown to the person making the declaration of

ownership, or that the builder's certificate cannot be procured, in which case only the bill of sale, under which the ship or a share therein became vested in the applicant, is required; (*c*) in the case of a ship condemned by a competent court, an official copy of the condemnation. The builder is bound to grant his certificate of building, and on wilfully making a false statement in that certificate, is liable to a fine of £100. On the registry of a ship the registrar retains in his possession the surveyor's certificate, the builder's certificate, any bill of sale of the ship previously made, the copy of the condemnation (if any) and all declarations of ownership. The port at which a British ship is registered for the time being is deemed her "port of registry," and the port to which she belongs. The commissioners of customs have power to inquire into the title of a registered ship to be registered. *Certificate of registry.*—On completion of the registry of a ship, the registrar grants a "certificate of registry" comprising the particulars respecting her entered in the register book, with the name of her master. This certificate must be used only for the lawful navigation of the ship, and is not subject to detention for any lien or charge by any mortgagee or other person. Any person, whether interested in the ship or not, refusing on request to deliver up the certificate of registry when in his possession or control to the person entitled to the custody thereof for the purposes of the lawful navigation of the ship, or to any registrar, officer of customs or other person entitled by law to such delivery, unless he can prove that there was reasonable cause for such refusal, is liable to a fine of £100. But if it is shown that the certificate is lost such person will be discharged, and the justice or court will certify that the certificate is lost. The justice or court will also certify the fact if the person so refusing is proved to have absconded, or if he persists in not delivering up the certificate, and the same proceedings may then be taken as in the case of a certificate mislaid, lost, or destroyed. If the master or owner of a ship uses or attempts to use for her navigation a certificate of registry not legally granted in respect of the ship, he is, for each offence, guilty of a misdemeanour, and the ship is liable to forfeiture. The registrar of the port of registry may, with the approval of the commissioners of customs, and on the delivery up to him of the certificate of registry of a ship, grant a new certificate in lieu thereof. *Lost certificate.*—In the event of the certificate of registry of a ship being mislaid, lost, or destroyed, the registrar of her port of registry will grant a new certificate in lieu thereof. If the port (having a British registrar or consular officer) at which the ship is at the time of the event, or first arrives after the event—(*a*) is not in the United Kingdom, where the ship is registered in the United Kingdom; or (*b*) is not in the British possession in which the ship is registered; or (*c*) where the ship is registered at a port of registry established by order in council is not that port, the master of the ship or some other person having knowledge of the facts must make a declaration stating them, and the names and descriptions of the registered owners of such ship, and the registrar or consular officer will thereupon grant a "provisional certificate" containing a statement of the circumstances. The provisional certificate must within ten days after the first subsequent arrival of the ship at her port of discharge in the United Kingdom, where she is registered in the United Kingdom, or in the British possession in which she is registered, or where she is registered at a port of registry established by order in council, at that port, be delivered to the registrar of her port of

registry, and the registrar will thereupon grant the new certificate of registry. A master failing so to deliver up a provisional certificate is liable to a fine of £50. When the master of a registered British ship is changed, each of the following persons—(*a*) if the change is made in consequence of the sentence of a naval court, the presiding officer of that court; (*b*) if in consequence of the removal of the master by a court under Part VI. of the Merchant Shipping Act, 1894, the proper officer of that court; and (*c*) if the change occurs from any other cause, the registrar, or if there is none, the British consular officer at the port where the change occurs must indorse and sign on the certificate of registry a memorandum of the change, and forthwith report the change to the registrar-general of shipping and seamen. And any officer of customs at any port in his Majesty's dominions may refuse to admit any person to do any act there as master of a British ship unless his name is inserted in or indorsed on her certificate of registry as her last appointed master. *Indorsement of change of ownership on certificate.*—Every change of ownership of a ship must be indorsed on her certificate of registry either by the registrar of the ship's port of registry, or by the registrar of any port at which the ship arrives who has been advised of the change by the registrar of the ship's port of registry. The master must, for the purpose of such indorsement by the registrar of the ship's port of registry, deliver to the registrar the certificate of registry forthwith, if the change occurs when the ship is at her port of registry; if it occurs during her absence from that port and the indorsement is not made before her return, then upon her first return to that port. The registrar of any port, not being the ship's port of registry, who is by law required to make an indorsement, may for that purpose require the master of the ship to deliver to him the ship's certificate of registry, so long as the ship is not thereby detained, and a master who fails to do so is liable to a fine of £100. In the event of a registered ship being either actually or constructively lost, taken by the enemy, burnt, or broken up, or ceasing by reason of a transfer to persons not qualified to be owners of British ships, or otherwise to be a British ship, every owner of the ship or any share in the ship must, immediately on obtaining knowledge of the event, if no notice thereof has already been given to the registrar, give notice thereof to the registrar at her port of registry. In such case, except when the ship's certificate of registry is lost or destroyed, the master of the ship must, if the event occurs in port, immediately, but if it occurs elsewhere within ten days after his arrival in port, deliver the certificate to the registrar, or if there is none to the British consular officer there; and the registrar, if he is not himself the registrar of her port of registry, or the British consular officer, must forthwith forward the certificate to the registrar of her port of registry. Any owner or master failing without reasonable cause to comply with these requirements is liable to a fine of £100 for each offence. If at a port not within his Majesty's dominions and not being a port of registry established by order in council a ship becomes the property of persons qualified to own a British ship, the British consular officer there may grant to her master a provisional certificate stating—(*a*) the name of the ship; (*b*) the time and place of her purchase and the names of her purchasers; (*c*) the name of her master; and (*d*) the best particulars respecting her tonnage, build and description obtainable; and must forward a copy to the

registrar-general. Such provisional certificate has the effect of a certificate of registry for six months from its date, or until the ship's arrival at a port where there is a registrar, whichever first happens, and then ceases to have effect. *Temporary passes in lieu of certificates of registry.*—Where it appears to the commissioners of customs, or to the governor of a British possession, that by reason of special circumstances permission should be granted to any ship to pass, without being previously registered, from any port to any other port within his Majesty's dominions, a "pass" may be granted accordingly; and this pass, for the time and within the limits therein mentioned, will have the same effect as a certificate of registry.

Transfers and transmissions.—A registered ship or a share therein (when disposed of to a person qualified to own a British ship) must be transferred by "bill of sale." The bill of sale must contain such description of the ship as is contained in the surveyor's certificate, or some other description sufficient to identify the ship to the satisfaction of the registrar; must be in the prescribed form; and be executed by the transferor before a witness. When a registered ship or share therein is transferred, the transferee is not entitled to be registered as owner thereof until he, or in the case of a corporation, the person thereunto authorised has made and signed a declaration referring to the ship, and containing—(*a*) a statement of the qualification of the transferee to own a British ship, or if the transferee is a corporation, of such circumstances of the constitution and business thereof as prove it to be qualified to own a British ship; and (*b*) a declaration that, to the best of his knowledge, no unqualified person or body of persons is entitled as owner to any legal or beneficial interest in the ship or any share therein. Every bill of sale when duly executed must be produced to the registrar of the port of registry with the declaration of transfer; and the registrar enters in the register book the name of the transferee as owner of the ship or share, and indorses on the bill of sale the fact of such entry having been made, with the day and hour thereof. Bills of sale of a ship or of a share therein are entered in the register book in the order of their production to the registrar. Where the property in a registered ship or share therein is transmitted to a person qualified to own a British ship on the marriage, death, or bankruptcy of any registered owner, or by any lawful means other than by transfer—(*a*) that person must authenticate the transmission by making and signing a declaration identifying the ship and containing the several statements required to be contained in a declaration of transfer, and a statement of the manner in which and the person to whom the property has been transmitted; (*b*) if the transmission takes place by virtue of marriage, the declaration must be accompanied by a copy of the register of the marriage or other legal evidence of the celebration thereof, and must declare the identity of the female owner; (*c*) if the transmission is consequent on bankruptcy, the declaration of transmission must be accompanied by such evidence as is for the time being receivable in courts of justice as proof of the title of persons claiming under a bankruptcy; (*d*) if the transmission is consequent on death, the declaration of transmission must be accompanied by the instrument of representation, or an official extract therefrom. The registrar, on receipt of the declaration of transmission so accompanied, enters in the register book the name of the person entitled as owner of the ship or share

the property in which has been transmitted, and where there is more than one such person, will enter the names of all such persons, who, however, are considered as one person. Where the property in a registered ship or share therein is transmitted on marriage, death, bankruptcy, or otherwise to a person not qualified to own a British ship, then—if the ship is registered in England or Ireland, the High Court; or if in Scotland, the Court of Session; or if in any British possession, the court having the principal civil jurisdiction in that possession; or if in a port of registry established by order in council the British court having the principal civil jurisdiction there—may on application by or on behalf of the unqualified person order a sale of the property so transmitted, and direct that the proceeds of the sale, after deducting the expenses thereof, be paid to the person entitled under such transmission or otherwise as the Court direct. The Court may require any evidence in support of the application they think requisite, and may make the order on any terms, or may refuse to make the order, and generally act as the justice of the case requires. Every such application for sale must be made within four weeks after the occurrence of the event on which the transmission has taken place, or within such further time (not exceeding one year from the date of the occurrence) as the Court allow. If such application is not made within that time, or if the Court refuse an order for sale, the ship or share transmitted is subject to forfeiture. Where any court orders the sale of any ship or sale therein, the order of the Court must contain a declaration vesting in some named person the right to transfer that ship or share, and that person is thereupon entitled to transfer the ship or share as if he were the registered owner thereof, and he is treated as such by the registrar. Each of the courts lastly above mentioned may (without prejudice to any other power of the Court), on the application of any interested person, make an order prohibiting for a time specified any dealing with a ship or any share therein, on any terms they think just, or may refuse to make the order, or may discharge the order when made, and generally act in the case as the justice of the case requires; and every registrar on being served with the order, or an official copy, must obey the same.

Mortgages.—A registered ship or a share therein may be made a security for a loan or other valuable consideration, but the mortgage must be in the prescribed form. On its production the registrar of the ship's port of registry must record it in the register book. Mortgages are recorded in the order in time in which they are produced for that purpose, and the registrar notifies on each mortgage that it has been recorded by him, stating the day and hour of that record. When a registered mortgage is discharged, the registrar, on the production of the mortgage deed, with a receipt for the mortgage money indorsed thereon, duly signed and attested, makes an entry in the register book to the effect that the mortgage has been discharged, upon which the estate which passed to the mortgagee (subject to intermediate acts, if any) vests in the person in whom it would have vested if the mortgage had not been made. If there are more mortgages than one registered in respect of the same ship or share, the mortgagees are, notwithstanding any notice, entitled in priority according to the date at which each mortgage is recorded in the register book, and not according to the date of each mortgage itself. Except as far as may be necessary the mortgagee is not

deemed to be the owner of the ship or share, nor is the mortgagor deemed to have ceased to be the owner thereof. Every mortgagee has power absolutely to dispose of the ship or share in respect of which he is registered, and to give effectual receipts for the purchase-money. But where there are more persons than one registered as mortgagees of the same ship or share, a subsequent mortgagee cannot, without the consent of the Court, sell the ship or share without the consent of every prior mortgagee. A registered mortgage of a ship or share is not affected by any act of bankruptcy committed by the mortgagor after the date of the record of the mortgage, notwithstanding that the mortgagor at the commencement of his bankruptcy had the ship or share in his possession, order or disposition, or was reputed owner thereof, and the mortgagee is preferred to any claim of the other creditors of the bankrupt, or his trustee or assignee. A registered mortgage of a ship or share may be transferred to any person in the prescribed form, and on the production of the instrument the registrar will record it by entering in the register book the name of the transferee as mortgagee, and notify on the instrument of transfer that it has been recorded by him, stating the day and hour of the record. Where the interest of the mortgagee in a ship or share is transmitted on marriage, death, or bankruptcy, or any lawful means other than by a transfer, the transmission must be authenticated by a declaration of the person to whom the interest is transmitted, containing a statement of the manner in which and the person to whom the property has been transmitted, and must be accompanied by evidence as in the case of the transmission of the ownership of a ship or share, and upon the receipt of the declaration and the production of such evidence, the registrar will enter the name of the person entitled under the transmission in the register book as mortgagee.

Certificates of mortgage and sale.—A registered owner, if desirous of disposing by way of mortgage or sale of the ship or share in respect of which he is registered at any place out of the country in which the port of registry of the ship is situate, may apply to the registrar, who will enable him to do so by granting a certificate of mortgage or a certificate of sale. Before such certificate is granted the applicant must state, and the registrar must enter in the register book the following particulars:—(1) The name of the person by whom the power mentioned in the certificate is to be exercised, and in the case of a mortgage the maximum amount of the charge to be created, if it is intended to fix a maximum, and in the case of a sale the minimum price at which a sale is to be made, if it is intended to fix a minimum; (2) the place where the power is to be exercised, or if no place is specified, a declaration that it may be exercised anywhere; (3) the limit of time in which the power may be exercised. A certificate of mortgage or sale will not be granted so as to authorise any mortgage or sale to be made if the port of registry of the ship is situate in the United Kingdom, at any place within the United Kingdom; or if it is situate within a British possession, at any place within the same; or if it is established by order in council at that port, or within such adjoining area as is specified in the order; or by any person not named in the certificate. A certificate of mortgage and a certificate of sale must contain the several particulars required to be entered in the register book on the application therefor, and in addition thereto an enumeration of any registered mortgages or certificates of mortgage or sale affecting the ship or

share in question. The following rules are to be observed as to certificates of mortgage:—(1) The power must be exercised in conformity with the directions contained in the certificate; (2) every mortgage made thereunder must be registered by the indorsement of a record thereof on the certificate by a registrar or British consular officer; (3) a mortgage made in good faith thereunder cannot be impeached by reason of the person by whom the power was given dying before the making of the mortgage; (4) whenever the certificate contains a specification of the place at which, and a limit of time not exceeding twelve months within which, the power is to be exercised, a mortgage made in good faith to a mortgagee without notice cannot be impeached by reason of the bankruptcy of the person by whom the power was given; (5) every mortgage which is so registered on the certificate has priority over all mortgages of the same ship or share created subsequently to the date of the entry of the certificate in the register book; and if there are more mortgages than one so registered, the respective mortgagees claiming thereunder are, notwithstanding notice, entitled according to the date at which such mortgage is registered on the certificate and not according to the date of the mortgage; (6) subject to the foregoing rules, every mortgagee whose mortgage is registered on the certificate has the same rights and powers, and is subject to the same liabilities as he would have had and been subject to if his mortgage had been registered in the register book instead of on the certificate; (7) the discharge of any mortgage so registered on the certificate may be indorsed on the certificate by any registrar or British consular officer, on the production of such evidence as is required to be produced to the registrar on the entry of the discharge of a mortgage in the register book, and on that indorsement being made, the interest (if any) which passed to the mortgagee, vests in the same person or persons in whom (having regard to intervening acts and circumstances) it would have vested if the mortgage had not been made; (8) on the delivery of any certificate of mortgage to the registrar by whom it was granted he must, after recording in the register book, in such a manner as to preserve its priority, any unsatisfied mortgage registered thereon, cancel the certificate, and enter the fact of the cancellation in the register book; and every certificate so cancelled is void. The following rules are to be observed as to certificates of sale:—(1) A certificate of sale cannot be granted except for the sale of an entire ship; (2) the power must be exercised in conformity with the directions contained in the certificate; (3) a sale made in good faith thereunder to a purchaser for value cannot be impeached by reason of the person by whom the power was given dying before the making of such sale; (4) whenever the certificate contains a specification of the place at which, and a limit of time not exceeding twelve months within which, the power is to be exercised, a sale made in good faith to a purchaser for value without notice cannot be impeached by reason of the bankruptcy of the person giving the power; (5) a transfer to a person qualified to be the owner of a British ship must be by a bill of sale; (6) when the ship is sold it must be registered; but notices of all mortgages enumerated on the certificate are entered on the register book; (7) before registry anew the bill of sale, certificate of sale, and certificate of registry must be produced to the registrar; (8) he retains the certificates of sale and registry, and after having indorsed on them an entry

of the sale forwards them to the former port of registry of the ship, and the last-mentioned registrar thereupon makes a memorandum of the sale in his register book, and the registry of the ship in that book is closed, except as regards mortgages; (9) on registry anew no re-survey is necessary, and the purchaser's declaration is similar to that of an ordinary transferee; (10) if the ship is sold to a person not so qualified the bill of sale, the certificate of sale, and certificate of registry must be produced to a registrar or British consular officer, who retains the certificates of sale and registry, and having indorsed thereon the fact of such sale forwards them to the registrar of the port of registry; the latter makes a memorandum thereof in his register book, and the registry of the ship in that book is closed, except as regards mortgages; (11) on such sale to a person not so qualified if he makes default in the production of such certificates he acquires no title in the ship according to British law, and the person applying for the certificate and the person exercising the power are each liable to a fine of £100; (12) if no sale is made in conformity with the certificate of sale it must be delivered to the registrar granting it, who cancels it. On proof that a certificate of mortgage or sale is lost, destroyed, or obliterated, and that the powers thereby conferred have never been exercised, or if they have been exercised then on proof of the things that have been done thereunder, the registrar may with the sanction of the Commissioners of Customs issue a new certificate, or direct such things to be done as could have been done if the certificate had not been lost, destroyed, or obliterated. The registered owner of any ship or share therein in respect of which a certificate of mortgage or sale or mortgage has been granted, specifying the places where the power is to be exercised, may authorise the registrar by whom the certificate was granted to give notice to the registrar or consular officer at every such place that the certificate is revoked. Notice must be given accordingly, and on its being recorded by the registrar or consular officer receiving it, the certificate is deemed to be of no effect so far as respects any mortgage or sale thereafter made at that place. The notices when recorded must be exhibited to every person applying for the purpose of effecting or obtaining a mortgage or transfer under the certificate. A registrar or British consular officer on recording any such notice must state to the registrar by whom the certificate was granted whether any previous exercise of the power to which such certificate refers has taken place.

Name of ship and alterations.—A ship must not be described by any other than her registered name, and no change of the name can be made without the written permission of the Board of Trade. Application for that permission must be in writing, and if the Board entertain it they may require such notice thereof to be published as they think fit. The name should not be so similar to that of another ship as to be likely to deceive. When permission has been granted the ship's name must be forthwith altered in the register book, in the ship's certificate of registry, and on her bows and stern. Where the name has been changed without the consent of the Board they will direct that the name be altered into that which the ship bore before the change. Where a ship having once been registered has ceased to be so registered no person, unless ignorant of the previous registry, must apply to register, and no registrar must register the ship except by the name by which she was previously registered without the written permission of the Board of Trade.

When a foreign ship becomes a British ship no person can apply to register, and no registrar will register the ship except by the name which she bore as a foreign ship, unless with the written permission of the Board of Trade. Any person acting or suffering any person under his control to act in contravention of the above requirements is liable for each offence to a fine of £100, and in most cases the ship may be detained until they are complied with. *Registry of alterations, registry anew, and transfer of registry.*—Where a registered ship is materially altered, the alteration must be registered, or the ship must be registered anew, otherwise the ship will be deemed not duly registered and will not be recognised as a British ship. Registration of an alteration is made either by the grant of a new certificate or by indorsement of the alteration on the existing certificate. The particulars and facts must be entered in the register book of the ship's port of registry. The Merchant Shipping Acts, 1894 and 1906, contain provisions as to the manner in which this must be done; and as to granting provisional certificates and indorsements when a ship is to be registered anew; as to registry anew on change of ownership, and the procedure in that case; as to the transfer of the registry of any ship; and with respect to restrictions on registration of abandoned ships.

Incapacitated persons and generally.—When by reason of infancy, lunacy, or any other cause a person interested in a ship, or a share therein, is incapable, his guardian or committee, or other person lawfully appointed may make the necessary declaration, and otherwise act on behalf of the incapable person. *Trusts and equitable rights.*—No notice of any trust can be entered in the register book, and, subject to any rights and powers appearing by the register book to be vested in any other person, the registered owner of a ship or share therein can absolutely dispose of the same and give effectual receipts for the consideration money. Interests arising under contract and other equitable interests may be enforced by or against owners and mortgagees of ships in respect of their interest therein in the same manner as in respect of any other personal property, but without prejudice to the provisions of the Merchant Shipping Acts. *Liability of beneficial owner.*—Where any person is beneficially interested, except by way of mortgage, in any ship or share in a ship registered in the name of some other person as owner, the person so interested is, as well as the registered owner, subject to all the pecuniary penalties imposed by law on such owners, and proceedings may be taken for their enforcement against both or either of the said parties with or without joining the other of them. *Managing owner.*—The name and address of the managing owner of every ship registered at a port in the United Kingdom must be registered at the custom house of that port, and where there is no managing owner the name of the ship's husband or other person entrusted with the management must be so registered, and the person so registered is under the same obligations as if he were the managing owner. In default of complying with these provisions each owner is liable in proportion to his interest in the ship to a fine of £100 each time the ship leaves any port of the United Kingdom. The registrar is given power to dispense in certain cases with declarations and other evidence, and the Merchant Shipping Act, 1894, provides for the mode of making declarations, the application of fees, the returns to be made by the registrars, the inspection by any person of the

register book, the admissibility of certain documents in evidence, and for the forms of certain documents specified in the Act. *Forgery and false declarations.*—Persons forging, or fraudulently altering, or assisting in forging or fraudulently altering or procuring to be forged or fraudulently altered any of certain documents specified in the said Act, or any entry or indorsement in or on the same, are in respect of each offence guilty of felony. In the case of a declaration made before or produced to a registrar, or any document or other evidence produced to him, any person wilfully making, or assisting in making, or procuring to be made any false statement concerning interests in any ship or any share therein, or uttering, producing, or making use of any declaration or document containing any such false statement, knowing the same to be false, is guilty of a misdemeanour. Persons making false declarations as to the qualifications of themselves or of any other person, or of any corporation, to own a British ship or any share therein, are for each offence guilty of a misdemeanour, and thereby render the ship or share liable to forfeiture to the extent of the interest therein of the declarant; and, unless it is proved that the declaration was made without authority, of any person or corporation on behalf of whom the declaration was made. *National character and flag.*—An officer of customs must not grant a clearance or transire for any ship until the master has declared the name of the nation to which he claims that she belongs, which name is inscribed on the clearance or transire; and if the ship attempts to proceed to sea without such clearance or transire, she may be detained until the declaration is made. If a person uses the British flag and assumes the British national character on board a ship owned in whole or in part by any persons not qualified to own a British ship, for the purpose of making the ship appear to be a British ship, the ship is subject to forfeiture, unless the assumption has been made for the purpose of escaping capture by an enemy or by a foreign ship of war in the exercise of some belligerent right. In any proceedings for enforcing such forfeiture the burden of proving a title to use a British flag and assume the British character lies upon the person using and assuming the same. If the master or owner of a British ship does anything, or permits anything to be done, or carries or permits to be carried any documents, with intent to conceal the British character of the ship from any person entitled by British law to inquire into the same, or with intent to assume a foreign character, or with intent to deceive any person so entitled, the ship is subject to forfeiture, and the master is, for each offence, if guilty of the same or privy thereto, guilty of a misdemeanour. And if an unqualified person acquires as owner otherwise than by transmission any interest in a ship using a British flag and assuming the British character, that interest is subject to forfeiture. Where by law a British ship is not recognised as such, that ship is not entitled to any privileges usually enjoyed by British ships, nor to use the British flag or assume the British national character; but as regards dues, fines, and forfeitures she is dealt with as if she were a recognised British ship. The red ensign usually worn by merchant ships without any defacement or modification, is the proper national colours for all ships and boats belonging to any British subject, except in the case of his Majesty's ships or boats, or in the case of any other ship or boat for the time being allowed to wear any other national colours in pursuance of a

warrant. If any distinctive national colours, except such red ensign or except the Union Jack with a white border, or if any colours usually worn by his Majesty's ships or resembling those of his Majesty, or if the pennant usually carried by his Majesty's ships or any pennant resembling it, are or is hoisted on board any ship or boat belonging to any British subject without warrant, the master or the owner, if on board, and every person hoisting the colours or pennant, for each offence are liable to a fine of £500. Any commissioned officer on full pay in the military or naval service, or any officer of customs in his Majesty's dominions, or any British consular officer, may board any ship or boat on which any colours or pennant are hoisted contrary to these provisions, and seize them, and they will be forfeited. Any such fine may be recovered with costs in the High Court of England or Ireland, or in the Court of Session in Scotland, or in any colonial court of Admiralty or Vice-admiralty court within his Majesty's dominions. And any such offence may also be prosecuted summarily, provided that:—(*a*) When any such offence is prosecuted summarily the court imposing the fine shall not impose a higher fine than £100; and (*b*) only one fine can be imposed for the same offence. A ship belonging to a British subject must hoist the proper national colours—(*a*) on a signal being made by one of his Majesty's ships (including any vessel under the command of an officer of his Majesty's navy on full pay); (*b*) on entering or leaving any foreign port; and (*c*) if of fifty tons gross tonnage or upwards, on entering or leaving any British port. Non-compliance with these regulations will render the master liable to a fine of £100; but the obligation does not apply to a fishing boat duly entered in the fishing boat register and lettered and numbered as registered by law. These provisions do not affect any other power of the Admiralty with respect to colours worn by merchant ships. The Merchant Shipping Acts, 1894 and 1906, also contain provisions relating to proceedings on the forfeiture of ships; rules for ascertaining register tonnage, and as to allowance for engine room in steamships, and as to deductions for ascertaining tonnage; rules for the measurement of ships with double bottoms for water ballast, the ascertaining of the tonnage, and the fees for measurement; also provisions as to ships of foreign countries adopting these tonnage regulations, the space occupied by deck cargo being liable to dues, the duties of surveyors of ships, the levying of tonnage rates under local acts on the registered tonnage, the declaration of a foreign port a port of registry, the power of colonial governors to approve ports for the registry of ships, and as to terminable certificates of registry in colonies. All these provisions of the law apply to the whole of his Majesty's dominions and to all places where his Majesty has jurisdiction.

SHOP.—There are several statutes which have particular application to shops and shopkeepers. The various Shop Acts, 1892 to 1905 (*see* HOURS OF WORK and Appendix), the Seats for Shop Assistants Act, 1899, the statutes relating to WEIGHTS AND MEASURES, ADULTERATION, POISONS, FERTILISERS, and GAME DEALERS, are instances. Even the TRUCK ACT, and now the Workmen's Compensation Act, 1906, have an application to assistants in a shop. And the provisions of the Public Health Acts, the Town Police Clauses Act, 1847, and the local bye-laws are generally in some particular of considerable importance to shopkeepers. This article will only notice the Act relating to **seats for shop assistants.** It is a very short one, the first section requiring that "in all

rooms of a shop, or other premises where goods are actually retailed to the public, and where female assistants are employed for the retailing of goods to the public, the employer carrying on business in such premises shall provide seats behind the counter, or in such other position as may be suitable for the purpose, and such seats shall be in the proportion of not less than one seat to every three female assistants employed in each room." From this it would appear that the Act does not apply to a shop where only two assistants are employed. Any person who fails to comply with this provision is liable on summary conviction for a first offence to a fine not exceeding £3, and for a second or subsequent offence to a fine not less than £1 and not exceeding £5. It may here be noted that the Shop Hours Act, 1895, adds to the provisions of the like Act of 1892 by prescribing a fine of £2 to be paid by any employer who fails to keep duly exhibited the notice required by the latter Act.

SINKING FUNDS.—A fund created for gradually extinguishing or paying a debt. Such funds are frequently found in connection with national, municipal, railway, and other debts and funds, and their principle is now very generally adopted by corporations and persons who are under an obligation to pay off a debt, or provide for a liability or the happening of an onerous contingency at some future date. The mode of creation of a sinking fund is to set aside annually out of income such a sum as accumulated at interest will provide the required capital at the requisite time. It is, however, very difficult to accumulate a sinking fund at an adequate interest when the periodical instalments thereof are small in amount. The post-office and trustee savings banks may perhaps in some few small cases offer facilities for the purpose, but as a rule it is to an insurance office that the investor must have recourse. A few examples will illustrate the many useful purposes a sinking fund may be made to serve: To meet the depreciation in the value of leasehold property whether in possession or held on mortgage; to provide sums to cover dilapidations on the expiry of leases; to provide for repair or replacement of business plant or machinery at the end of a certain number of years; to provide the difference between the capital invested in debenture bonds and the amount repayable at their maturity; to provide for the redemption of mortgages and of a company's debenture issues.

Assuming that an investor intends to create a sinking fund through the agency of an insurance company, he should before effecting the policy satisfy himself as to the financial stability of the company in relation particularly to an undertaking of this character. He should have especial regard to the fact that, under the Life Assurance Companies Act, 1870, in the case of a company that transacts other business besides that of life assurance, the life assurance fund is not liable for "any contracts of the company for which it would not have been liable had the business of the company been only life assurance." A company with which a sinking fund policy is effected should, therefore, be in a position to protect the policy holder by means of such a security as a paid-up share capital in addition to funds formed from the accumulation of premiums.

The rates of premiums, whether single or annual, are based on interest, and should be calculated without addition or loading of any kind; in other words, the whole of the premiums paid, together with compound interest thereon, should be returned at the end of the specified period. The interest is generally at the rate of 3 per cent. per annum. A sinking fund policy

would thus seem to be a thoroughly remunerative investment as well as a very useful one for its particular purpose, especially at a time when consols and the best English railway debenture stocks yield only 2½ to 2¾ per cent. The *Sun Life Assurance Society* give some practical illustrations of the nature and costs of these policies: (1) *Leasehold property.*—The purchaser of a leasehold property costing say £5000, unexpired term fifty-four years, may replace his capital by effecting a policy for that amount, payable in fifty-four years, at an annual premium of £37, 1s. 8d. (2) *Debentures and mortgages.*—Limited companies find these policies the most suitable and practical means of providing for the redemption of debentures, level annual premiums avoiding the difficulties surrounding the investment of special reserve funds. Debentures for £100,000 maturing in thirty years may be redeemed by an annual premium of £2041, 13s. 4d. An ordinary mortgage debt may be dealt with in the same manner. (3) *Machinery and plant.*—Manufacturers and others using machinery and plant can effect sinking fund policies to cover the cost of their replacement at proper intervals. Take for instance new machinery and plant to the value of £2000, expected to last ten years, a policy can be effected, payable at the end of that period, at an annual premium of £169, 8s. 4d. By this means the expense of replacement would be spread over a series of years and a heavy charge on any one year's working avoided. *See* AMORTISATION.

SKY-SIGNS. *See* APPENDIX II.

SLAUGHTER-HOUSES.—Under the Public Health Act, 1875, an urban authority has power to provide slaughter-houses and make bye-laws with respect to their management and charges for their use. The owner or occupier of a slaughter-house must obtain a licence therefor or register it, and, within one month after the licensing or registration of the premises, conspicuously and legibly affix thereon the words, "Licensed slaughter-house" or "Registered slaughter-house," as the case may be. For not complying with this requisition he incurs a penalty of £5, and ten shillings for every day during which the offence continues after conviction. The licensing and regulation of slaughter-houses is also dealt with in the Towns Improvement Clauses Act, 1847, and the Public Health Act of 1890. The latter Act requires notice to be given in the event of a change of occupation of a slaughter-house, and it also provides for the revocation of the licence on a conviction for sale of meat unfit for food. This provision is in the following terms:—"If the occupier of any building licensed as aforesaid to be used as a slaughter-house for the killing of animals intended as human food is convicted by a court of summary jurisdiction of selling or exposing for sale, or for having in his possession, or on his premises, the carcase of any animal, or any piece of meat or flesh diseased or unsound, or unwholesome or unfit for the use of man as food, the court may revoke the licence."

Knackers' yards.—In respect of places outside the metropolis there are certain provisions of the Knackers' Acts of 1786, 1844, and 1849 which still remain in force. The first of these Acts recites that it was passed as a remedy for the evil practice of stealing horses, cows, and other cattle, which "hath of late years increased to an alarming degree, and hath been greatly facilitated by certain persons of low condition who keep houses or places for the purpose of slaughtering horses and other cattle." Accordingly every person keeping a slaughtering-house must take out a licence—now granted by the local

district council—and also affix over the door a notice containing his name, with the words, "Licensed for slaughtering horses, pursuant to an Act passed in the twenty-sixth year of His Majesty King George the Third." Previous notice must be sent to the inspector when horses and cattle, not intended for butcher's meat, are about to be killed; and the killing must take place between 8 A.M. and 4 P.M. from October to March, and 6 A.M. and 8 P.M. during the remaining part of the year. The owner of the slaughtering-house should keep an account of the owners of the horses and cattle brought to him for slaughter; and he must admit an inspector upon his premises at any time. In case any one brings horses or cattle and refuses to give an account of himself, or of the means by which they came into his possession, or if the owner suspects they have been wrongfully obtained, then the owner must give such person into custody. It is a misdemeanour for the owner to destroy hides and skins. Curriers, felt-makers, tanners and dealers in hides are exempt from these provisions when they kill distempered animals; but they, and collar makers, are liable to a penalty for wilfully killing sound or useful horses. By the Act of 1844 a penalty is imposed upon any one who wantonly or cruelly ill-treats horses and cattle, or obstructs an inspector in the execution of his duty; constables are also given power to enter licensed premises. Sections 7 to 11 of the Act of 1849 prohibit a person licensed to slaughter horses from acting as a dealer, and they also lay down, with a view to prevention of cruelty, the conditions under which slaughterers are to receive and keep animals pending their slaughter. *See* HORSEFLESH.

SLIP.—This is the name given to the informal note or memorandum which is drawn up and passes between the parties when a contract of marine insurance is entered into. The term "covering note" is also used in the same connection. A slip must be initialled in order to give it legal value as a promise to grant a policy; until the initialling no contract is legally concluded. A slip retains some importance even after a stamped policy has been issued, for it is available as evidence to show that the contract was in fact concluded, and also for the purpose of rectifying or avoiding the policy. *See* MARINE INSURANCE; OPEN COVER.

SMALL BANKRUPTCIES.—*Summary administration in small cases.*—When a petition is presented by or against a debtor, if the Court is satisfied by affidavit or otherwise, or the official receiver reports to the Court, that the property of the debtor is not likely to exceed in value £300, the Court may make an order that the debtor's estate be administered in a summary manner. Thereupon the general provisions of the Bankruptcy Acts are subject to the following modifications:—(1) If the debtor is adjudged bankrupt the official receiver will be the trustee in the bankruptcy; (2) There will be no committee of inspection, but the official receiver may do, with the permission of the Board of Trade, all things which may be done by the trustee with the permission of the committee of inspection; (3) Other special modifications are made by the Bankruptcy Rules, with the view of saving expense and simplifying procedure; but there is no modification of the statutory provisions relating to the examination and discharge of the debtor. Notwithstanding the foregoing, however, there is reserved to the creditors the right at any time, by special resolution, to resolve that some person other than the official receiver be appointed trustee in the bankruptcy; and thereupon the

bankruptcy proceeds as if an order for summary administration had not been made. *See* BANKRUPTCY.

SMUGGLING AND SEIZURES.—In order to prevent smuggling there exist a voluminous body of statute law and regulations thereunder, and a vast army of customs officials to watch ships and persons passing to and fro between the United Kingdom and foreign countries and to prevent infractions of the law. And those who pass to and fro, or forward or receive goods, have also a duty to perform, of which an important detail is a declaration and production of all dutiable or prohibited goods that accompany them or are carried on ships under their control. It would be impossible to set out here more than the slightest indication of the law and regulations relating to the importation and exportation of dutiable or prohibited goods and of the methods adopted for preventing the evasion of the law. Only under some few heads, therefore, will the subject be noticed.

Illegally importing.—It is section 186 of the Customs Consolidation Act, 1879, that particularly indicates the character of an unlawful importation. The section runs as follows:—

Every person who shall import or bring, or be concerned in importing or bringing into the United Kingdom any prohibited goods or any goods the importation of which is restricted, contrary to such prohibition or restriction, whether the same be unshipped or not; or shall unship, or assist or be otherwise concerned in the unshipping of any goods which are prohibited, or of any goods which are restricted and imported contrary to such restriction, or of any goods liable to duty, the duties for which have not been paid or secured; or shall deliver, remove, or withdraw from any ship, quay, wharf, or other place previous to the examination thereof by the proper officer of customs, unless under the care or authority of such officer, any goods imported into the United Kingdom or any goods entered to be warehoused after the landing thereof, so that no sufficient account is taken thereof by the proper officer, or so that the same are not duly warehoused; or shall carry into the warehouse any goods entered to be warehoused or to be re-warehoused, except with the authority or under the care of the proper officer of the customs, and in such manner, by such persons, within such time, and by such roads or ways as such officer shall direct; or shall assist or be otherwise concerned in the illegal removal or withdrawal of any goods from any warehouse or place of security in which they shall have been deposited; or shall knowingly harbour, keep, or conceal, or knowingly permit or suffer, or cause or procure to be harboured, kept, or concealed, any prohibited, restricted, or uncustomed goods, or any goods which shall have been illegally removed without payment of duty from any warehouse or place of security in which they may have been deposited; or shall knowingly acquire possession of any such goods; or shall be in any way knowingly concerned in carrying, removing, depositing, concealing, or in any manner dealing with any such goods with intent to defraud his Majesty of any duties due thereon, or to evade any prohibition or restriction of or applicable to such goods; or shall be in any way knowingly concerned in any fraudulent evasion or attempt at evasion of any duties of customs, or of the laws and restrictions of the customs relating to the importation, unshipping, landing, and delivery of goods, or otherwise contrary to the Customs Acts; shall for each such offence forfeit either treble the value of the goods, including the duty payable thereon, or £100, at the election of the Commissioners of Customs; and the offender may either be detained or proceeded against by summons.

Seizure of goods.—By section 185, if any passenger or other person on board a ship or boat, or who may have landed from any ship or boat, shall, upon being questioned by an officer of customs whether he has any foreign goods upon his person, or in his possession, or in his baggage, deny the same, and any such goods shall after such denial be discovered to be or to have been upon his person, or in his possession, or in his baggage, such goods will be forfeited, and such person will forfeit £100, or treble the value of such goods, at the election of the Commissioners of Customs.

General regulations.—As a general rule the following regulations are observed in cases of small seizures of dutiable goods, whether from passengers or other persons :—

(1) In the case of a seizure of tobacco or cigars on the person or being carried by the offender, and not exceeding 8 ozs. in weight, the goods are retained as a seizure, but no proceedings are taken against the offender. (2) In the case of a seizure of tobacco or cigars elsewhere than on the person or being carried, not exceeding 14 ozs. in weight, or in the case of a seizure of any other dutiable goods the duty on which does not exceed 2s. 6d., then also are the goods retained as a seizure, but no proceedings are taken against the offender. (3) In the case of a seizure of tobacco or cigars exceeding 8 ozs., if made on the person or being carried, and exceeding 14 ozs. if made elsewhere, but not exceeding 4 lbs. in weight, or in the case of a seizure of other dutiable goods the duty on which does not exceed 20s., the offender is offered the option of being prosecuted, or of depositing a sum equal to treble the duty-paid value of the goods seized, to abide the decision of the Board, a request to that effect signed by the applicant being made, and a receipt for the deposit being given. When the quantity of tobacco or cigars seized exceeds 4 lbs. in weight, or when a quantity of other dutiable goods are seized on which the duty exceeds 20s., the offender must be prosecuted. (4) A seizure of dutiable goods found in one place of concealment is to be treated as one seizure for the purpose of deciding whether a prosecution should take place or not, although it may be alleged that the goods are the property of more than one owner. This rule applies even though the goods are in separate packages, unless the packages are of so distinct a character or so distinctly placed as to give substantial reason for believing that they are distinct and separate concealments not connected with each other. (5) In the event of a trial being demanded, the offender is formally arrested and charged at the district police station, and in case there should not be a court sitting at the time, the arresting officer should inform the police inspector that no objection will be offered to his releasing the offender on the deposit of a sum equal to not less than treble the duty-paid value of the goods seized, and an additional amount of 5s. to cover costs.

The authority to offer this option is not committed to officers below the rank of preventive officer; therefore, when subordinate officers make these small seizures, they seek directions from their superior officer as to the propriety of permitting a deposit to be accepted and as to the assessment of the amount. Whenever practicable, an officer not interested in the reward is consulted, and is present when an offender is offered the option of making a deposit as an alternative of prosecution.

Security in the form of watches and other articles will not be received in lieu of the deposit. Though all packages in which undeclared goods are found are liable to forfeiture, yet in ordinary cases baggage in which only

small quantities have been found will not be detained or a deposit required on its release. But if a package has a false bottom or other device evidently intended for the purpose of concealment, it will be detained without the option of a deposit.

A passenger is entitled to import duty free, provided he declares the articles when passing before the customs officers, ½ lb. cigars and manufactured tobacco, and ½ pint of spirits of any description. Only half of these quantities is allowed, however, if he comes from the Channel Islands. Attempted concealment disentitles a passenger to this privilege of free importation. At packet ports a notice to passengers is exhibited in conspicuous places at stations where baggage is examined. Small printed copies of the notice are pasted on millboard and varnished, and a sufficient number is placed on the counters of the baggage warehouses for the information of passengers. Copies are also printed in conspicuous type and posted up on the walls of baggage warehouses and waiting rooms. The officers put to each passenger the following question:—"Have you anything in your possession liable to duty, such as tobacco, cigars, spirits, or perfumery?" and at the same time point out, or otherwise draw attention to, one of the copies of the notice lying on the counter or exhibited on the walls. In order that a similar course may be followed in those cases in which examinations of baggage take place on the decks or in the cabins of vessels, the officers, when proceeding on board, carry with them copies of the notice pasted on millboard. They are thus in a position to call the attention of passengers to a printed notice affording information as to dutiable and prohibited articles, with reference to the oral question above mentioned. The above regulations are applied as a general rule in all cases of small seizures, but passengers should notice that, while the deposit required on amount of dutiable goods concealed *on the person* of a passenger is in no case to be less than treble the duty paid value of the goods, yet in the case of such goods concealed *in passengers' baggage* the amount of the deposit to be required is to be fixed at treble, double, or single duty and value of the goods found, according to the circumstances of the case in the judgment of the collector, surveyor, or other senior officer in attendance or available for consultation. When, however, the goods concealed are found partly on the person of a passenger and partly in his baggage, treble the duty-paid value of all the goods, the possession of which he has denied, is required to be deposited. In extreme cases the officer declines to allow any option at all, but requires the passenger to be taken before the magistrates for prosecution for the penalty incurred. In all cases of concealment, whether the option be given or not, the dutiable goods, and the package in which they are found, with its contents, are liable to be detained. When the quantity of undeclared tobacco or cigars discovered does not exceed one pound, and is not concealed, the examining officer, subject to the consent of the senior officer in attendance, accepts the duty and allows the passenger to take away his effects without further question, following the same course with respect to other descriptions of dutiable goods when the amount of duty does not exceed five shillings. The officers, in coming to a conclusion, in the course of examination, whether it has or has not been the intention of the passenger to conceal any dutiable articles then found, must, in cases of doubt, exercise their best judgment *in favour of the passenger.*

After seizure.—Property having been seized by the customs officers, its subsequent disposal must be in accordance with the provisions of the law. Sections 207, 208, and 209 of the Customs Consolidation Act, 1879, may be selected as having a particular reference to the disposal of seizures. Their substance is as follows:—

Notice to be given to owner; and seizures to be claimed within one month.—Whenever any seizure is made, unless in the possession or in the presence of the offender, master, or owner, the seizing officer must give notice in writing of such seizure and of the grounds thereof to the master or owner of the things seized, if known, either by delivering the same to him personally or by letter addressed to him and transmitted by post to or delivered at his last known place of abode or business, if known; and all seizures made under the Customs Acts or under any Act by which customs officers are empowered to make seizures will be deemed and taken to be condemned, and may be sold or otherwise disposed of in such manner as the Commissioners of Customs may direct, unless the person from whom the seizure has been made, or the master or owner thereof, or some person authorised by him, shall, within one calendar month from the day of seizure, give notice in writing, if in London, to the person seizing the same, or to the secretary or solicitor for the customs, and if elsewhere to the person seizing the same, or to the collector or other chief officer of the customs at the nearest port, that he claims the things so seized or intends to claim them, whereupon proceedings must be taken for the forfeiture and condemnation thereof either by information in the High Court or before a justice of the peace; but if any things so seized are of a perishable nature, or consist of horses or other animals, they may by direction of the Commissioners of Customs be sold, and the proceeds retained to abide the result of any claim that may legally be made in respect thereof. *Seizures may be disposed of.*—All seizures whatsoever which have been made and condemned under the Customs Acts or any other Act by which seizures are authorised to be made by officers of customs are disposed of in such a manner as the Commissioners of Customs may direct. *Seizures may be restored and punishments mitigated.*—When any seizure has been made, or any fine or penalty incurred or inflicted, or any person committed to prison for any offence under the Customs Acts, the Treasury or Customs may direct the restoration of the seizure, whether condemnation has taken place or not, or waive proceedings, or mitigate or remit the fine or penalty, or release from confinement either before or after conviction such person on any terms and conditions they see fit.

See IMPORTATION AND EXPORTATION.

SOLICITOR.—The legal profession in England is, for all practical purposes, divided into two classes—barristers and solicitors. The latter class, more properly designated as "Solicitors of the Supreme Court of Judicature in England," is the one with which the general public come directly into contact. They are officers of the Supreme Court, and as such have practically a monopoly of the right to act as agents for litigants—to prosecute and defend actions on behalf of the parties. They have also a practical monopoly in conveyancing business, *i.e.* in investigating titles and drawing deeds on behalf of others, in connection with real property; to them the public always go, in the first place, for general advice and assistance in legal matters; and in some cases, as in the attestation of absolute BILLS OF SALE, they are absolutely the only persons entitled to act. As a profession they are represented by the INCORPORATED LAW SOCIETY (*q.v.*).

Entry to the profession.—A person becomes a solicitor upon his being admitted as such by the Master of the Rolls. He is then placed on the roll of solicitors. Before he can lawfully practise his profession, however, he must take out a certificate, renewable annually, on which he pays a stamp duty of £3 during each of the first three years, and afterwards £6 for every year; London solicitors pay a higher duty than this, viz., £4, 10s. and £9 respectively. Though, as a matter of fact, a person becomes a solicitor merely by admission to the roll, yet it would seem, in face of the effect of the statutes relating to unqualified practitioners, that he cannot lawfully describe himself as a solicitor, for any practical purpose, unless he has duly taken out a certificate and it is actually in force for the time being. An intending solicitor must first be apprenticed, or "articled," to a practising solicitor, unless he has been a barrister of certain standing and has been disbarred for the purpose of being admitted as a solicitor; he must also pass the prescribed examinations. The requisite term for service under "articles of clerkship" is, as a rule, five years, and during this period the articled clerk must devote himself exclusively to the service, as a law clerk, of his principal, except that, with the consent of the latter, he may read for a limited period in the chambers of a barrister. In some exceptional cases the authorities may permit an articled clerk to retain, during his articles, a limited interest in some other occupation. The stamp duty on the articles of clerkship amounts to £80. Where the clerk has passed some specified examination, such as the London matriculation in the first division, it will be sufficient if he serves a clerkship of only four years; and where he has formerly been a *bonâ fide* solicitor's clerk for ten years, or holds a recognised university degree, a term of three years will be sufficient. The examinations are ordinarily three in number. The "preliminary," which is passed before the articles are entered into; the "intermediate," which may be taken half-way through the period of the articles; and the "final," which may be taken just before the termination of the service or sometime after. The preliminary need not be passed by a person who has already passed certain recognised examinations; and certain graduates are also exempt from the intermediate. An additional "honours" examination is held after the final, at which the clerk may qualify for valuable prizes, but this examination is optional. Having duly served his term of articles and passed the necessary examinations, the clerk is entitled to be admitted to the roll. For admission he pays a stamp duty of £25 and a fee of £5 to the Law Society—a society which, until the grant of a recent charter, was always known as the Incorporated Law Society. The total of these fees is thus £110, but in addition thereto, the clerk pays certain other small registration fees, and about £5 for examinations, and a premium to his principal which may amount to as much as £400. Full information on this subject will be found in the handbook of the Law Society, published at their office in Chancery Lane, W.C., and from which we extract the following summary of the law relating to—

Unqualified practitioners, or persons who represent themselves to be solicitors, or transact business in the names of solicitors without authority. The provisions against offences of this kind are numerous and stringent. The

Solicitors Act, 1843, prohibits a person not duly qualified from acting in any way as a solicitor in court, either in his own name or in the name of any other person. Such person cannot recover any fee or reward for anything so done, and, in addition to other penalties, renders himself liable for each offence to a penalty of £50, to be recovered by and at the instance of the Law Society with the sanction of the Attorney-General; and any solicitor who allows his name to be made use of in any action or suit upon the account or for the profit of an unqualified person, or who does any act whereby an unqualified person is enabled to practise as a solicitor in any suit, shall and may, upon proof thereof, be struck off the Roll and for ever after disabled from practising, and the unqualified person may be imprisoned for any period not exceeding one year. Any person who wilfully and falsely pretends to be a solicitor, or uses any description implying that he is duly qualified to act as such, renders himself liable to a penalty not exceeding £10 for each offence. With some exceptions, a person is deemed not to be duly qualified under this provision unless he has at the time a stamped certificate entitling him to practise, and an unqualified person acting as a solicitor cannot recover any costs or disbursements. Any surrogate or other person not being a barrister-at-law, certificated solicitor, proctor, notary public, certificated conveyancer, special pleader, or draughtsman in equity, who for or in expectation of gain or reward, either directly or as the agent for another person, takes instructions for or prepares any papers on which to found or oppose a Grant of Probate or Letters of Administration, is guilty of an offence within the foregoing provision, and may be prosecuted accordingly. The Stamp Act, 1891, renders an unqualified person who acts or practises as a solicitor in any court or as a notary public liable to a penalty of £50. A similar penalty is imposed on every person who, not being a barrister, or a duly certificated solicitor, notary public, conveyancer, special pleader, or draughtsman in equity, for or in expectation of any fee, gain, or reward, draws or prepares any instrument relating to real or personal estate or any proceedings in law or equity. "Instrument" in this provision does not include a will or other testamentary instrument, an agreement under hand, a power of attorney, or transfer of stock containing no trust or limitation thereof. The Land Transfer Act, 1897, also provides that every person who (not being a barrister or a duly certificated solicitor, notary public, conveyancer, special pleader, or draughtsman in equity) either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument of transfer or charge or an application to register restrictive conditions or to alter or discharge, or alter the priority of a registered charge or any other prescribed instrument, shall incur a fine not exceeding £50, recoverable before a court of summary jurisdiction. An annual certificate to practise is granted by the Law Society, and may be withheld in the case of a bankrupt.

Retainer.—The party for whom a solicitor acts is called a client, and the authority by which the relationship of solicitor and client is constituted is a "retainer." The retainer need be in writing only when the acts it authorises are not to be performed within a year, or when the client is a corporation, or when the client will be next friend or relator in an action. The retainer of a corporation should, generally, be under seal. Where more clients than one join together in one retainer it is advisable that it should be expressly stated as "joint and several," so that their liability to the solicitor thereon will be joint and several, and not merely joint [*see* JOINT LIABILITY]. It is always advisable that a retainer should be in writing, especially when the solicitor is required to do a particular or special act. Thus, an authority to issue a writ should be in writing, for general instructions to a solicitor to act on behalf of his client in a particular matter do not

carry with them an authority to issue a writ (*Crossley* v. *Crowther*). But, nevertheless, a retainer may be inferred from the conduct of the client and the circumstances of the case (*Morgan* v. *Blyth*). Should a solicitor commence an action, present a petition, or enter an appearance, without authority from the party for whom he affects to act, the proceedings may be set aside and the solicitor condemned in costs (*Geilinger* v. *Gibbs*; *In re Gray*: *Gray* v. *Coles*).

A client can withdraw his retainer at any time, and by any mode which has the effect of discharging the solicitor from the matter or preventing him from continuing to act in it. And this is so even though there is an agreement between the solicitor and client that contemplates a continuation of the solicitor's services until the settlement of the matter or until some particular event has happened or time arrived. The solicitor cannot prevent the withdrawal of the retainer; he must submit to it and seek his remedy, if he has one, in an action against his late client for breach of contract (*In re Galland*; *Saffron Walden Building Society* v. *Rayner*). On the other hand, a solicitor cannot so easily discharge himself from his relationship to his client; he is assumed to have undertaken the matter in hand as a complete contract—to see it through to the end. Consequently he cannot retire from an ordinary action at law merely by giving notice to his client. He may, however, discharge himself after reasonable notice, provided he has a reasonable cause. Such cause is most usually afforded by the client failing to supply him with the necessary funds wherewith to continue acting in the action (*Court* v. *Berlin*). But reasonable notice is alone sufficient in such matters as bankruptcy, winding-up, and administration (*In re Romer and Haslam*; *Underwood* v. *Lewis*). It should be noted that under the ordinary retainer to bring or defend an action a solicitor has authority from his client to effect a reasonable compromise, unless he is expressly forbidden by the client to do so (*Chown* v. *Parrott*). Thus in an action to recover the price of a piano, the plaintiff's solicitor agreed to compromise the action on terms that the defendant returned the piano and paid a sum for costs; and it was held that the solicitor had authority to effect the compromise (*Prestwick* v. *Poley*).

Duty to client.—A client is entitled to expect that his solicitor uses all diligence and a competent amount of legal skill and knowledge in the execution of the work entrusted to him. Should the solicitor fail in this respect he may render himself liable to his client for damages for negligence. It is impossible, however, to define the kind of negligence from which this liability must necessarily be inferred; it depends in every case upon the care which the particular employment is presumed to demand. In *Godefroy* v. *Dalton*, Chief-Justice Tindal said that the cases appeared to establish, in general, that a solicitor is liable for "the consequences of ignorance or non-observance of the rules of practice of this court, for the want of care in the preparation of the cause for trial, or of attendance thereon with his witnesses, and for the mismanagement of so much of the conduct of a cause as is usually and ordinarily allotted to his department of the profession. Whilst, on the other hand, he is not answerable for error in judgment upon points of new occurrence, or of nice or doubtful construction, or of such as are usually entrusted to men in the higher branch of the profession of the law." A solicitor cannot always evade his responsibility to his client by referring the difficulties of

a case to counsel. Though he can do this as a general rule, yet he cannot if he consults counsel in regard to a matter of which the law presumes him to have the knowledge himself. And it is not only in litigious business that the question of a solicitor's duty to his client may arise. There are, for example, cases in which trustees rely upon their solicitor's advice, and also the business of conveyancing which necessitates a scrupulous diligence on the part of a solicitor. The duty of a solicitor in advising trustees is very clearly stated by Mr. Justice Stirling in *Blyth* v. *Fladgate*. His lordship said: "It is therefore the duty of a solicitor not so much himself to form or express an opinion on the value of the property offered to a trustee as security for an advance (though the law does not prohibit him from so doing if he thinks fit), as to see that the trustee has before him the proper materials for forming a judgment of his own. He ought, therefore, to see not only that the trustee has before him proper valuations of the property, but that he is made acquainted with any facts known to the solicitor, and not appearing by the valuations, which may affect the value of the property, and that his attention is directed to any rules laid down by the courts for the guidance of trustees to such matters. That such rules exist is shown by the cases of *Learoyd* v. *Whiteley*, and *In re Salmon*. To those rules, therefore, it would be the duty of the solicitor to call the attention of the trustee whom he was advising." In regard to a solicitor's duty in conveyancing business the case of *Pitman* v. *Francis*, the facts in which were held not to disclose any actionable negligence, is of considerable interest. There the solicitor was consulted by the lessee of certain premises with reference to the building of a wall, to the erection of which on the demised premises his lessor objected. The lease was shown to the solicitor. The solicitor made no inquiries as to whether there was any objection to building the wall other than what might be contained in the lease. But it was eventually discovered that the land was subject to a restrictive covenant against any such erection in favour of the original vendors of the freehold, and so the wall, after erection, had to be pulled down. It was held that the solicitor had not been guilty of negligence.

The fiduciary nature of the relation of a solicitor to his client is a very important element in the consideration of a solicitor's duty. The courts are always careful to insist upon the fact that by reason of the confidence placed in him by his client, his dealings with the latter must always be most open and straightforward. Whenever a transaction is proposed in which the interests of the parties conflict, as in the case of a sale or mortgage of property, a solicitor when a party should, as a general rule, require his client to seek independent legal advice in respect of the transaction. By adopting this course the solicitor anticipates, and to a certain extent avoids, the suggestion that he had an advantage over his client by reason of his legal and special knowledge and experience. But even by so acting the solicitor will not be considered by the Court as having dealt with his client with clean hands if his position to his client was such that he had special means of information which gave him an advantage in negotiating the transaction. It may be definitely stated, as a general rule, that a solicitor's purchase from his client of property in regard to which he has given advice or conducted litigation is always regarded with suspicion, and will not be sustained by the courts except upon ample evidence that the solicitor had dealt with his

client in the utmost good faith, and had given him all the information he had obtained in regard to the value of the property. And the same principle applies to mortgages and gifts to a solicitor by his client. And the disability of the solicitor remains although the relation of solicitor and client has ceased, for it continues for so long a time as the reason for it operates (*Luddy's Trustee* v. *Peard*). A solicitor is not affected, however, by the absolute disability to purchase which attaches to a trustee. "But for manifest reasons," said Lord O'Hagan in *M'Pherson* v. *Watt*, "if he becomes the buyer of his client's property, he does so at his peril. He must be prepared to show that he has acted with the completest faithfulness and fairness; that his advice has been free from all taint of self-interest; that he has not misrepresented anything, or concealed anything; that he has given an adequate price; and that his client has had the advantage of the best professional assistance, which if he had been engaged in a transaction with a third party he could possibly have afforded. And although these conditions have been fulfilled, though there has been the fullest information, the most disinterested counsel and the fairest price, if the purchase be made covertly and in the name of another, without communication of the fact to the vendor, the law condemns and invalidates it utterly. There must be *uberrimæ fides* between the attorney and the client, and no conflict of duty and interest can be allowed to exist."

Lien.—A solicitor has a lien for his general balance on papers of his client which come to his hands in the course of his professional employment, whether the services were rendered in the suit or matter to which the papers relate or for other professional matters.

It was decided in *Stevenson* v. *Blakelock* that where a client gave his solicitor a specific sum for the purpose of satisfying a debt for which an execution had issued against his goods by a judgment creditor, to whom the solicitor duly paid the money, the solicitor had a lien for his general balance of costs upon a lease which he received from the creditor, and which had been deposited with the latter by the client as a security for the debt. It was also held in the same case that the lien was not extinguished merely because the solicitor had taken acceptances from his client before the lease was received from the creditor, in respect of the costs, some of which acceptances were subsequently dishonoured. But the lien only extends to a solicitor's taxable costs, charges, and expenses; it does not extend to any advances or loans he may make to his client. Such advances and loans are clearly distinguishable from costs, charges, and expenses which are incurred with a solicitor in the strict relationship of client and solicitor. In respect of advances and loans which any one might have made to the client, a solicitor has no greater privilege than any other person would have (*In re Taylor, Stileman, and Underwood*). It often happens that a client gives security to his solicitor for the payment of the costs, and the question may then arise whether the solicitor by accepting the security waived his right of lien. The last-mentioned case is also an authority on this point. There Lord-Justice Lindley said: "Whether a lien is waived or not by taking a security depends upon the intention expressed or to be inferred from the position of the parties, and all the circumstances of the case. In this particular instance we are dealing with a solicitor and his client. It strikes me if a solicitor takes from

his client such a security as this solicitor took [it was a promissory note for £200 and interest at 5 per cent., payable on demand, secured by a charge on a policy of insurance], the *primâ facie* inference is that he waives his lien. That appears to me to be the right and proper conclusion to come to, bearing in mind that it is the solicitor's duty to explain to his client the effect of what he is about to do. In the case of a banker I should not draw the same inference, since a banker has not a similar duty towards his customer. Bearing in mind the position of the parties, and having regard to the decision of Sir John Leach in *Robarts* v. *Jefferys*, we are justified in saying that in the absence of evidence to the contrary, the true inference from the circumstances is that the lien was waived."

SPECIAL SETTLEMENT.—When a new company is formed in which there are any Stock Exchange dealings, present or prospective, it is necessary that there should be a "special settlement." This means that a day is appointed by the committee of the Stock Exchange whereon all prior dealings in the shares are to be settled. Unless and until this is done it is usually very difficult to deal in the shares, but as soon as the special settlement has taken place the bargains take place under ordinary circumstances and are henceforth settled on the ordinary account days. To obtain a special settlement the broker of the company must make a formal application supported by evidence that certain conditions imposed by the rules of the Stock Exchange have been duly complied with. These conditions have relation to such matters as the magnitude and importance of the company, the details of its articles of association and prospectus, the qualification of its directors, and the application for and allotment of shares. Promoters of companies find it necessary, therefore, to have careful regard to these conditions when bringing out the company. All bargains on the Stock Exchange in new loans and capital are *primâ facie* for the special settlement, but it is possible, by special stipulation, to deal for the "coming out" of the loan or capital. If the conditions imposed by the rules are satisfied, a special settlement is never refused by the committee, and when once granted it is never revoked. Vendors' shares are excluded from the special settlement for six months. The granting of a special settlement is in no way an official guarantee of the character and standing of the company concerned.

SPECIFICATION.—This name is applied generally to any detailed enumeration of things. In its special application it refers either to a description of an invention for the purposes of the patent law [*see* PATENT] or to the list of exported cargo required by the customs authorities [*see* IMPORTATION AND EXPORTATION], or to a peculiar title by which property may be acquired, or to the description of work and materials usually found in connection with a building or engineering contract. *As a title to property* the word is used, in English law, in practically the same significations as it was used in the Roman law. If a man innocently uses the property of another, *bonâ fide* believing that it is his own property, and so alters it or changes its nature that its original character has been entirely lost, its true owner is entitled to sue for its value and is not bound to retake possession. But where the property is real, such as land, and the person who believes himself to be the owner has permanently increased its value by improvements, the real owner, on retaking possession, must pay the value of those improve-

ments. *In building and engineering contracts* the specification sets out in detail the particulars of all the work contracted to be executed and of all the materials to be used in connection therewith. Very frequently the specification also includes the terms and conditions of the contract itself, and is unaccompanied by any other document. In such a case it should clearly specify the work and materials to be done and furnished, the price to be paid, and the time or times within which the work is to be completed, the mode of payment, and the pecuniary penalty to be paid in case its terms are not duly performed. Specifications now usually follow a recognised form. The descriptions of work and materials are divided up under the various trades, and the trades follow the order in which the different tradesmen would under usual circumstances be required to perform work upon the buildings. Thus the enumeration would begin with reference to the excavator and roadmaker, and the bricklayer or waller, and end with the glazier and the painter and paperhanger. *See* BUILDER.

SPIRITS, METHYLATED.—Potable spirits are dealt with elsewhere, particularly under the heading of DISTILLER. Methylated spirits are spirits mixed with some substance or combination of substances (to the satisfaction of the Commissioners of Inland Revenue) in order to render the mixture unfit for use as a beverage. Their manufacture and sale is mainly regulated by the Spirits Act, 1880, though several subsequent customs and excise statutes have some incidental reference to them in connection with the contribution of spirits generally to the public revenue. Methylated spirits are not liable to any excise duty; and if a rectifier methylates any duty-paid spirits he is allowed a drawback at the rate of the duty chargeable on British spirits of the like strength. But makers of methylated spirits, or "methylators," pay an annual duty of £10, 10s.; and retailers a like duty of 10s.

Persons entitled to make and deal in methylated spirits.—Only "authorised persons" may lawfully methylate. Such are—(*a*) distillers, if so authorised by the Commissioners of Inland Revenue; (*b*) rectifiers, if so authorised by the Commissioners; and (*c*) persons licensed to methylate. An authorised methylator can supply methylated spirits only to—(*a*) a retailer of methylated spirits, or (*b*) a person authorised to receive methylated spirits; or (*c*) if the methylator is a distiller, a rectifier authorised to methylate, or a person licensed to methylate. Retailers must be licensed, and they and authorised methylators are the only persons who may lawfully supply methylated spirits. A person "authorised to receive methylated spirits" is one so authorised by the Commissioners. He should receive his spirits from an authorised methylator, and it is intended that he should use the spirits he so receives in some art or manufacture he carries on. In fact the authority will not be granted until the applicant has given the prescribed security that he will so use the spirits and for no other purpose, and also that he will observe the law and regulations.

Place of methylation.—Spirits may be methylated in certain places only—either (*a*) a building or room approved by the Commissioners and entered for the purpose by the methylator; or (*b*) a warehouse provided for the purpose by the Commissioners; or (*c*) an excise warehouse, with the permission of the Commissioners. When a warehouse is provided by the Commissioners they

may charge for warehousing and labour at the rate of one penny per gallon for all spirits methylated or stored therein. *Materials for and mode of methylation.*—The following and no other spirits may be used for methylation:—(*a*) Plain spirits of strength not less than 50 per cent. above proof, and unsweetened foreign spirits of like strength; (*b*) rum of strength not less than 20 per cent. above proof. The quantity of spirits so used at any one time must not be less than—(*a*) in the case of British spirits, 450 gallons; (*b*) in the case of foreign spirits in an excise warehouse, the contents of the cask in which the spirits are imported. The only substances that can lawfully be mixed up with spirits for the purpose of methylation are wood naphtha, or methylic alcohol in the proportion of not less than one-ninth of the bulk in spirits, or some other substance approved for the purpose by the Commissioners. And these substances may, if the Commissioners think fit, be provided by them at the expense of the methylator. Before mixing, the substance is officially examined and approved. Foreign spirits cannot be used until the difference between the customs duty thereon and the excise duty on British spirits has been paid. With respect to the removal of spirits and substances for methylation and the time and mode of methylation the prescribed regulations must be observed, and the prescribed security must be given.

Supply and receipt by authorised methylator.—He cannot supply methylated spirits except in vessels containing not less than five gallons; and each vessel must be distinctly labelled with the words "methylated spirits," and be accompanied by a permit or similar prescribed document. The sale, delivery, and removal from his premises must be in accordance with the prescribed regulations, and subject to the prescribed security. And every person authorised to receive methylated spirits must, on ordering them, correctly fill up the prescribed form of requisition and counterfoil with the prescribed particulars, and send with the requisition a certificate signed by the proper officer that he is a person so authorised, and must keep the counterfoil and produce it on request to any officer. *Stock account.*—An officer keeps a stock account of all spirits computed at proof methylated or received by an authorised methylator. And if the quantity of methylated spirits in the possession of the methylator exceeds by more than 1 per cent. the quantity which ought by the stock account to be in his possession he will forfeit the whole excess; if the quantity is less by more than 2 per cent. than the quantity which ought by the stock account to be in his possession he must pay on the whole deficiency the duty payable on British spirits.

Rules for retailers.—A retailer of methylated spirits incurs a fine of £50, and the forfeiture of the spirits concerned, for each infraction of certain statutory rules. These are:—(1) He must make entry with the Commissioners of each room or place where he intends to keep or sell the spirits; (2) he must not keep or sell the spirits in any place which is not so entered; (3) he must not receive or have in his possession at any one time a greater quantity of methylated spirits than 50 gallons; (4) he must not receive methylated spirits except from an authorised methylator or a retailer of methylated spirits; (5) he must not receive methylated spirits from a retailer in a quantity exceeding one gallon at a time; (6) he must not sell to or for the use of any one person more than one gallon of methylated spirits at a time;

(7) he must, on request, at all reasonable times produce his stock of methylated spirits for examination by an officer; and (8) he must keep an account, in the prescribed form, of his stock of methylated spirits and of the sale thereof.

General regulations.—Inspection and sampling.—At any time during the daytime an officer can enter upon the premises of either an authorised methylator, a person authorised to receive methylated spirits, or a retailer, and inspect and take samples of methylated spirits, paying a reasonable price therefor. A fine of £50 is incurred by any one who prevents the officer exercising any of these powers. *Unlawful supply.*—A fine of £50 is incurred by any one who supplies, removes, or receives methylated spirits in contravention of the Spirits Act, and the spirits in respect of which the offence is committed will be forfeited. *Unlawful possession.*—A fine of £100 is incurred, and forfeiture of the spirits in respect to which the offence is committed, by any one who—(*a*) being an authorised methylator, has in his possession any methylated spirits in a place where he is not authorised to keep them; or (*b*) not being an authorised methylator, has in his possession any methylated spirits not obtained from a person authorised to supply them. *As a beverage or medicine.*—A fine of £100, with forfeiture of the spirits, is incurred by any person who—(*a*) prepares or attempts to prepare any methylated spirits for use as or for a beverage or as a mixture with a beverage; or (*b*) sells any methylated spirits whether so prepared or not as or for a beverage or mixed with a beverage; or (*c*) uses any methylated spirits or any derivative thereof in the preparation of any article capable of being used wholly or partially as a beverage or internally as a medicine; or (*d*) sells or has in his possession any such article in the preparation of which methylated spirits or any derivative thereof has been used. But nothing in the foregoing must be taken as applying to the use of methylated spirits or any derivative thereof in the preparation of sulphuric ether or chloroform for use as a medicine, or in any art or manufacture, or prevent the sale or possession of any sulphuric ether or chloroform for such use. *Mixing with gum resin.*—Where methylated spirits have been mixed with gum resin for forming some article, if any one separates the gum resin from the spirits, or alters the article in any way except by adding gum resin, or by adding a substance for the sole purpose of colouring, he will for each offence incur a fine of £200, and forfeit the spirits and article with respect to which the offence is committed. *Revocation of licences.*—The Commissioners have power to suspend or revoke any licence to methylate, authority, or approval granted under the Act.

STAMP DUTIES.—Except where express provision is made to the contrary in the Stamp Acts all stamp duties must be denoted by impressed stamps only. *How instruments to be written and stamped.*—Every instrument written upon stamped material must be written in such manner, and every instrument partly or wholly written before being stamped is to be so stamped, that the stamp may appear on the face of the instrument, and cannot be used for or applied to any other instrument written upon the same piece of material. If more than one instrument be written upon the same piece of material, every one of the instruments must be separately and distinctly stamped with the duty chargeable. All the facts and circumstances affecting the liability of an instrument to duty, or the amount of the duty with which it is chargeable, are to be fully and truly set forth therein. A fine of £10

is incurred by every person who, with intent to defraud his Majesty—(*a*) executes any instrument in which all the said facts and circumstances are not fully and truly set forth; or (*b*) being employed or concerned in or about the preparation of any instrument, neglects or omits fully and truly to set forth therein all the said facts and circumstances. *Mode of calculating* ad valorem *duty in certain cases.*—Where an instrument is chargeable with *ad valorem* duty in respect of—(*a*) any money in any foreign or colonial currency; or (*b*) any stock or marketable security, the duty is calculated on the value, on the day of the date of the instrument, of the money in British currency according to the current rate of exchange, or of the stock or security according to its average price. And an instrument which contains a statement of current rate of exchange or average price, as the case may require, and is stamped in accordance with that statement is, so far as regards the subject-matter of the statement, deemed duly stamped, unless or until it is shown that the statement is untrue and that the instrument is in fact insufficiently stamped.

Use of adhesive stamps.—Stamp duties of an amount not exceeding 2s. 6d. upon instruments permitted by law to be denoted by adhesive stamps not appropriated to any particular description of instrument, and any postage duties of the like amount, may be denoted by the same adhesive stamps. *Cancellation.*—An instrument is not deemed duly stamped with an adhesive stamp unless the person required by law to cancel the adhesive stamp cancels it by writing on or across it his name or initials, or the name or initials of his firm, together with the true date of his so writing, or otherwise effectually cancels the stamp and renders it incapable of being used for any other instrument, or for any postal purpose; or unless it is otherwise proved that the stamp appearing on the instrument was affixed thereto at the proper time. Where two or more adhesive stamps are used to denote the stamp duty, each or every stamp must be cancelled in the above manner. Every person who, being required by law to cancel an adhesive stamp, neglects or refuses duly and effectually to do so, will incur a fine of £10.

Penalty for frauds —If any person—(*a*) fraudulently removes or causes to be removed from any instrument any adhesive stamp, or affixes to any other instrument or uses for any postal purpose any adhesive stamp which has been so removed, with intent that the stamp may be used again; or (*b*) sells or offers for sale, or utters, any adhesive stamp which has been so removed, or utters any instrument having thereon any adhesive stamp which has to his knowledge been so removed as aforesaid, he will, in addition to any other fine or penalty to which he may be liable, incur a fine of £50. The expression "instrument" in this connection includes a post letter and the cover of a post letter.

Appropriated stamps and denoting stamps.—A stamp which by any words on its face is appropriated to any particular description of instrument must not be used, or if used, is not available for an instrument of any other description. An instrument, such as a bill of exchange, falling under the particular description to which a stamp is appropriated, is not deemed duly stamped unless with the stamp so appropriated. Where the duty upon an instrument depends in any manner upon the duty paid upon another instrument, the payment of the last-mentioned duty must, upon application to the

Commissioners of Inland Revenue and production of both the instruments, be denoted upon the first-mentioned instrument.

Adjudication stamps.—*Assessment of duty by Commissioners.*—Subject to the prescribed regulations, the Commissioners may be required by any person to express their opinion with reference to an executed instrument upon the following questions:—(*a*) Whether it is chargeable with any duty; (*b*) with what amount of duty it is chargeable. The Commissioners may require evidence to show whether all the facts and circumstances affecting the liability of the instrument to duty, or the amount of the duty chargeable thereon, are fully and truly set forth. If they are of opinion that the instrument is not chargeable with duty, it may be stamped with a particular stamp denoting that it is not chargeable; but if they are of opinion that it is chargeable, they assess the duty, and when the instrument is stamped in accordance with the assessment it may be stamped with a particular stamp denoting that it is duly stamped. Every instrument stamped with a denoting or adjudication stamp is admissible in evidence and available for all purposes, notwithstanding any objection relating to duty. *Appeal.*—Any one dissatisfied with the assessment of the Commissioners has twenty-one days after the date of the assessment within which, on payment of duty in conformity therewith, to appeal to the High Court; and for that purpose he can require the Commissioners to state a case setting forth the question upon which their opinion was required and the assessment made by them.

Production of instruments in evidence.—Upon the production of an instrument chargeable with any duty as evidence in any court of civil jurisdiction in any part of the United Kingdom, or before any arbitrator or referee, notice must be taken by the judge, arbitrator, or referee of any omission or insufficiency of the stamp thereon; and if the instrument is one which may legally be stamped after the execution thereof it can be received in evidence only on payment to the officer of the Court whose duty it is to read the instrument, or to the arbitrator or referee, of the amount of the unpaid duty and the penalty payable on stamping it, and of a further sum of £1. On production to the Commissioners of an instrument in respect of which any duty or penalty has been paid, together with the receipt, the payment of the duty and penalty will be denoted on the instrument. Save as aforesaid an instrument cannot, except in criminal proceedings, be given in evidence or be available for any purpose whatever unless it is duly stamped in accordance with the law in force at the time when it was first executed.

Stamping after execution.—*Penalty.*—As a rule an unstamped or insufficiently stamped instrument may be stamped after execution on payment of the unpaid duty and a penalty of £10, and also by way of further penalty, where the unpaid duty exceeds £10 of interest on such duty, at the rate of 5 per cent. In the case of such instruments hereinafter mentioned as are chargeable with *ad valorem* duty, the following provisions have effect:—(*a*) The instrument, unless it is written upon duly stamped material, must be stamped with the proper *ad valorem* duty before the expiration of thirty days after it is first executed, or after it has been first received in the United Kingdom in case it is first executed at any place out of the United Kingdom, unless the opinion of the Commissioners with respect to the amount of duty

chargeable has before such expiration been duly required. (*b*) If their opinion has been so required, the instrument must be stamped in accordance with the assessment within fourteen days after notice thereof. (*c*) If an instrument executed after the 16th May 1888 has not been duly stamped, the person specified below incurs a fine of £10, and a further penalty equivalent to the stamp duty, unless a reasonable excuse can be afforded. Such instruments and persons are as follows:—

Title of Instrument.	Person liable to Penalty.
Bond, covenant, or instrument of any kind whatsoever	The obligee, covenantee, or other person taking the security.
Conveyance on sale	The vendee or transferee.
Lease or tack	The lessee.
Mortgage, bond, debenture, covenant, and warrant of attorney to confess and enter up judgment	The mortgagee or obligee; in the case of a transfer or reconveyance, the transferee, assignee, or disponee, or the person redeeming the security.
Settlement	The settlor.

But, except where there is other express provision in relation to any particular instrument—(*a*) an unstamped or insufficiently stamped instrument which has been first executed at any place out of the United Kingdom, may be stamped at any time within thirty days after it has been first received in the United Kingdom on payment of the unpaid duty only; and (*b*) the Commissioners may, if they think fit, at any time within three months after the first execution of any instrument, mitigate or remit any penalty payable on stamping. A charter party may be stamped within seven days from execution on payment of a penalty of 4s. 6d., and after seven days but within a month £10. The penalty on stamping a receipt within fourteen days after being given is £5, and after fourteen days but within a month £10. The payment of penalty is denoted on the instrument by a particular stamp. The following instruments cannot legally be stamped after execution: Bills of exchange, bills of lading, marine polices executed in the United Kingdom, proxies and voting papers.

Some special provisions.—*Appraisements.*—An appraiser, by whom an appraisement or valuation chargeable with stamp duty is made, must, within fourteen days after the making thereof, write it out in words and figures showing the full amount thereof upon duly stamped material, and if he neglects or omits so to do, or to disclose the amount of the appraisement or valuation, he incurs a fine of £50. Any one who receives from an appraiser or pays for the making of any such appraisement or valuation will, unless it be duly written out and stamped, incur a fine of £20.

Bank notes, bills of exchange, and promissory notes.—The expression "banker" in this connection means any person carrying on the business of banking in the United Kingdom, and the expression "bank note" includes—(*a*) any bill of exchange or promissory note issued by any banker other than the Bank of England, for the payment of money not exceeding £200 to the bearer on demand; and (*b*) any bill of exchange or promissory note so issued which entitles or is intended to entitle the bearer or holder thereof, without indorsement or without any further or other indorsement than may be thereon at the time of the issuing thereof, to the payment of money not exceeding £100 on demand, whether the same be so expressed or not, and in whatever form, and by whomsoever the bill or note is drawn or made. A

banker who is not duly licensed or otherwise authorised to issue unstamped bank notes incurs a fine of £50 if he issues or permits to be issued any bank note not duly stamped. If any person receives or takes in payment or as a security any bank note issued unstamped contrary to law, knowing the same to be so issued, he incurs a fine of £20. *Meaning of "bill of exchange."*—For the purposes of the Stamp Acts the expression "bill of exchange" includes draft, order, cheque, and letter of credit, and any document or writing (except a bank note) entitling or purporting to entitle any person, whether named therein or not, to payment by any other person of, or to draw upon any other person for, any sum of money; and the expression "bill of exchange payable on demand" includes—(*a*) an order for the payment of any sum of money by a bill of exchange or promissory note, or for the delivery of any bill of exchange or promissory note in satisfaction of any sum of money, or for the payment of any sum of money out of any particular fund which may or may not be available, or upon any condition or contingency which may or may not be performed or happen; and (*b*) an order for the payment of any sum of money weekly, monthly, or at any other stated periods, and also an order for the payment by any person at any time after the date thereof of any sum of money, and sent or delivered by the person making the same to the person by whom the payment is to be made, and not to the person to whom the payment is to be made, or to any person on his behalf. *Meaning of "promissory note."*—For the purposes of the Acts the expression "promissory note" includes any document or writing (except a bank note) containing a promise to pay any sum of money. A note promising the payment of any sum of money out of any particular fund which may or may not be available, or upon any condition or contingency which may or may not be performed or happen, is deemed a promissory note for that sum of money. The fixed duty of one penny on a bill of exchange payable on demand or at sight or on presentation may be denoted by an adhesive stamp, which, where the bill is drawn in the United Kingdom, is to be cancelled by the person to whom the bill is signed before he delivers it out of his hands, custody, or power. The *ad valorem* duties upon bills of exchange and promissory notes drawn or made out of the United Kingdom must be denoted by adhesive stamps. *Stamping foreign bills and notes.*—Every person into whose hands a foreign bill of exchange comes in the United Kingdom before it is stamped must, before he presents for payment, or indorses, transfers, or in any manner negotiates, or pays the bill or note, affix thereto, and cancel, proper adhesive stamps of sufficient amount. But (*a*) if at the time when any such bill or note comes into the hands of a *bonâ fide* holder there is affixed thereto an adhesive stamp effectually cancelled, the stamp will, so far as relates to the holder, be deemed to be duly cancelled, although it may not appear to have been affixed or cancelled by the proper person; (*c*) if at the like time there is affixed to the bill or note an adhesive stamp not duly cancelled, the holder can cancel it, and upon his so doing the bill or note will be deemed duly stamped, and as valid and available as if the stamp had been cancelled by the person by whom it was affixed. A bill of exchange or promissory note which purports to be foreign is deemed, for stamping purposes, to be a foreign one, although it may in fact have been drawn or made within the United Kingdom. *Stamping after execution.*—Where a bill of exchange or

promissory note has been written on material bearing an impressed stamp of sufficient amount but of improper denomination, it may be stamped with the proper stamp on payment of the duty, and a penalty of £2 if the bill or note be not then payable according to its tenor, or of £10 if it is so payable. Otherwise no bill of exchange or promissory note can be stamped with an impressed stamp after execution. *Penalty.*—Every person who issues, indorses, transfers, negotiates, presents for payment, or pays any bill of exchange or promissory note liable to duty and not being duly stamped incurs a fine of £10, and the person who receives or takes from any other person any such bill or note either in payment or as a security, or by purchase or otherwise, is not entitled to recover thereon or to make the same available for any purpose whatever. Provided that if any bill of exchange payable on demand or at sight or on presentation is presented for payment unstamped, the person to whom it is presented may affix thereto an adhesive stamp of one penny and cancel the same, as if he had been the drawer of the bill, and may thereupon pay the sum in the bill mentioned and charge the duty in account against the person by whom the bill was drawn, or deduct the duty from the said sum; and the bill is, so far as respects the duty, to be deemed valid and available: but this proviso does not relieve any person from any fine or penalty incurred by him in relation to such bill. *One bill only of a set need be stamped.*—When a bill of exchange is drawn in a set according to the custom of merchants, and one of the set is duly stamped, the other or others of the set, unless issued or in some manner negotiated apart from the stamped bill, are exempt from duty; and upon proof of the loss or destruction of a duly stamped bill forming one of a set, any other bill of the set which has not been issued or in any manner negotiated apart from the lost or destroyed bill, may, although unstamped, be admitted in evidence to prove the contents of the lost or destroyed bill.

*Contract notes.**—For the purposes of the Stamp Acts the expression "Contract note" means the note sent by a broker or agent to his principal (except where such principal is acting as broker or agent for a principal) advising him of the sale or purchase of any stock or marketable security. Where a note advises the sale or purchase of more than one description of stock or marketable security, the note is deemed to be as many contract notes as there are descriptions of stock or security sold or purchased. The duty of one penny on a contract note may be denoted by an adhesive stamp, and the duty of sixpence on a contract note is denoted by an adhesive stamp appropriated to a contract note. Every adhesive stamp on a contract note must be cancelled by the person executing it. *Penalty.*—Any person who effects any sale or purchase of any stock of marketable security of the value of £50 or upwards as a broker or agent, must forthwith make and execute a contract note and transmit the same to his principal, and in default of so doing will incur a fine of £20. And every person who makes or executes a contract note chargeable with duty, and not being duly stamped, incurs a fine of £20 also. No broker, agent, or other person can have any legal claim to any charge for brokerage, commission, or agency with reference to the sale or purchase of any stock or marketable security of the value of £5 or upwards mentioned or referred to in any contract note unless the note is duly stamped. The duty of sixpence upon a contract note may be added to the charge for brokerage or agency.

* Subject to the Budget of 1910.

THE TIME-WASTE OF STRIKES

THE TIME-WASTE OF STRIKES

SIR CHRISTOPHER FURNESS, on his return from examining trade conditions in the United States, said that if we are to hold our place in commerce, masters and men must close up their ranks and show a united front to our rivals.

In this connection, some interest attaches to the ascertainment of the amount of waste of working time that is caused by strikes and lock-outs. Here is a summary of the facts for the ten years 1899–1908, the most recent years covered by the Board of Trade return current in 1910:—

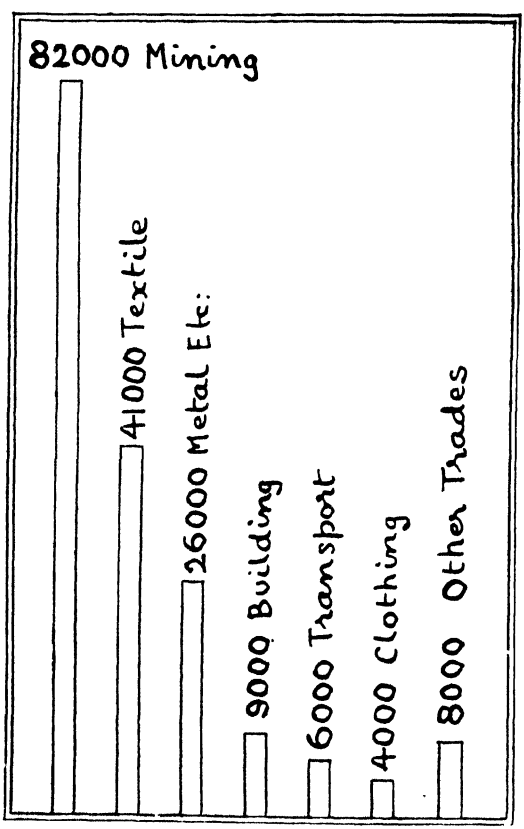
TRADE DISPUTES IN THE UNITED KINGDOM.

Period.	No of Disputes in each Period.	No. of Workpeople affected by the Disputes (including Workers directly and indirectly affected).	Aggregate duration in Working Days of all Disputes in each Period.
			Millions of Days
1899–1903 .	2838	922,000	15.6
1904–1908 .	2199	841,000	20.0
1899–1908 .	5037	1,763,000	35.6
Yearly Averages based upon the above facts—			
1899–1903	568	184,000	3.1
1904–1908	440	168,000	4.0
1899–1908	504	176,000	3 5

Thus, looking at the yearly averages during 1899–1908, we see that more than one strike, &c., occurred during every day [504 per year], that 176 thousands of workpeople were yearly affected, and that, each year, 3,500,000 working days were lost to the nation. Each of these 176 thousands of workers lost 20 days of work, *per year*, and if we assume that fiveshillings represent on the average one day's wages, the yearly loss of wages was £875,000.

This is a large yearly actual loss of time and money by the workers, but it does not represent the national loss. This cannot be measured; but it includes the disadvantages to British trade arising from dislocation of industry; from temporary inability to guarantee the completion of contracts to time, an inability that causes loss of contracts; from the permanent loss of this or that piece of a manufacturing industry, which, during a prolonged strike, is snapped up by one of our foreign competitors—not to return to the British workman. And another disadvantage, not the smallest, is the prevention of a harmonious and effective unity of purpose between employers and employed.

With regard to the various trades in which workpeople have been most numerously affected by the trade disputes during 1899–1908, the facts are as follow:—



The average yearly number of Workpeople affected by Trade Disputes in the United Kingdom during the decade 1899–1908, in each group of Trades. Total number, 176,000 per year.

NUMBER OF WORKPEOPLE AFFECTED BY THE TRADE DISPUTES IN THE UNITED KINGDOM DURING 1899–1908, IN EACH GROUP OF TRADES.

Groups of Trades.	No. of Workpeople affected.*	Percentage of Workpeople affected in each Group of Trades.
	Thousands	Per Cent.
1. Mining and Quarrying	821	46.6
2 Textile	413	23.4
3. Metal, Engineering, and Shipbuilding .	256	14.5
4 Building	89	5.0
5. Transport (Dock Labour, Railway Men, &c.)	61 .	3.5
6 Clothing	44	2.5
7. Miscellaneous (including Employés of Public Authorities) .	79	4.5
Total, all Trades, 1899–1908 . . .	1763	100.0

* The accompanying diagram illustrates these facts, reducing them to the average *yearly* number, in place of the total number during the ten years here shown.

Nearly 47 per 100 of the workpeople affected by trade disputes during 1899–1908 were workers in mines, &c. This is not a satisfactory result, bearing in mind how largely the effective working of the industries of this country depends upon cheap coal and plenty. The *per capita* consumption of coal in the United Kingdom far exceeds that of any other country, with the exception of the United States, where of late years the *per capita* coal consumption has exceeded ours.

The Metal, Engineering, and Shipbuilding trades contributed 14 per 100 of the workpeople affected by strikes, &c., during 1899–1908—these trades are as important as the mining industry. These

two trade groups [Mining and Metals, &c.], taken together, have contributed 61 per 100 of all the workpeople affected by strikes during the last ten years for which the facts are known.

But this unsatisfactory fact may be due to a larger number of persons being employed in these leading industries than in some of the other trade groups. To determine this, we must take into account the number of persons employed in the various trades.

The number of workpeople affected by trade disputes, compared with the total number of persons employed, gives the following results for each of the four principal trade groups already mentioned :—

YEARLY PERCENTAGE OF WORKPEOPLE AFFECTED BY TRADE DISPUTES, AND THE YEARLY PERCENTAGE NOT SO AFFECTED, IN THE WHOLE YEARLY WORKING POPULATION OF EACH TRADE GROUP.

Groups of Trades.	Percentage affected by Trade Disputes.	Percentage not affected by Trade Disputes.	Total Working Population in each Trade Group.
	Per Cent.	Per Cent.	Per Cent.
1. Textile	11.0	89.0	100.0
2. Mining & Quarrying	9.0	91.0	100.0
3. Metal, Engineering, and Shipbuilding .	4.2	95.8	100.0
4. Building	0 3	99.7	100.0

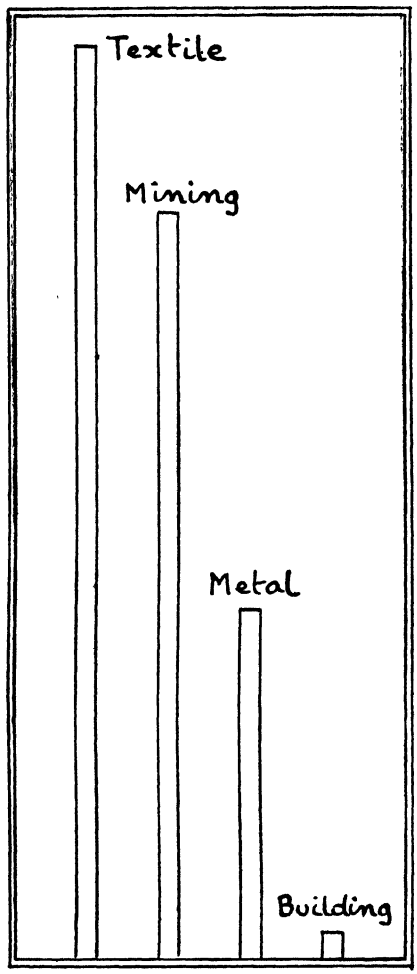
NOTE.—The above are the yearly percentages for the most recent year.

We see now that the large number of workpeople affected by strikes, &c., in the leading trade groups is not to be attributed to the cause suggested as a possible explanation, namely, to the larger number of persons employed in these trades, but that after taking into account the whole working population of each trade group, the percentage of persons affected by strikes in the leading trade groups is a much higher percentage than that obtaining in the other trade groups.

No fewer than 9 per 100 of the working population in Mines, &c , were annually affected by trade disputes. And in Metal, Engineering, and Shipbuilding, 4.2 per 100 of the working population of the trade group were annually affected by strikes. The strikes in these two groups of trades injure the vitals of the whole manufacturing industries of this country, and, as we have now seen, trade disputes are of greater intensity in these two leading groups than in any of the other less important groups, with the exception of "Textile."

If all trades affected by trade disputes be merged in one whole, and if their total working population be compared with the total number of workpeople affected by trade disputes, the result is that 2.9 per 100 of working population were annually affected by strikes, &c.

This general result may be regarded by some persons as a small proportion. But whether this 2.9 per 100 is small or not small, in itself, we have to bear in mind a far more important consideration than the bare fact that 2.9 per 100 of the working population of trades affected by strikes were workpeople annually affected by these strikes. We have to note, not only that in the leading trade groups the percentage affected was much higher than the general 2.9 per 100 [this higher percentage has just been plainly shown], but also that the fact of the two groups of trades, Mines and Metal, Engineering, &c., being injuriously affected by strikes, causes injurious effects to ramify in all directions into those other trade groups. This injurious ramification



The yearly percentage of Workpeople affected by Trade Disputes [Blue], in the whole yearly working population of each trade group.

does not show in the strike-records of these other trade groups, but it does most certainly injure those trades to an unknowable extent, in addition to the direct injury produced by the actual trade disputes which have now been shown to possess special virulence in the most important trade groups of the United Kingdom.

Our men have the strength and the intelligence to maintain this country's commercial position, and the masters have the ability to carry on the great war of commerce which is to mark the twentieth century —if both sides do their best and work in unison. But if this wretched leakage of national working energy is to continue, we cannot expect to hold our position with strong rivals pressing in on every side. The smart will be felt by our working population first, and later by the nation as a whole.

J. HOLT SCHOOLING.

Conveyances on Sale.—Meaning.—The expression "Conveyance on sale" includes every instrument and every decree or order of any court or of any commissioners, whereby any property, or any estate or interest in any property, upon the sale thereof is transferred to or vested in a purchaser, or any other person on his behalf or by his direction. *Stamping.*—Where any part of the consideration consists of stock or marketable security, the conveyance is charged with an *ad valorem* duty on the value of the stock or security, and when any part consists of any security not being a marketable security, the conveyance is charged with *ad valorem* duty on the amount due on the date thereof for principal and interest upon the security. And where any part of the consideration consists of money payable periodically for a definite period not exceeding twenty years, so that the total amount to be paid can be previously ascertained, the conveyance is to be charged with *ad valorem* duty on such total amount. And where it consists of money payable periodically for a definite period exceeding twenty years or in perpetuity, or for any indefinite period not terminable with life, the conveyance is charged with *ad valorem* duty on the total amount payable during twenty years next after the date of the instrument. And where it consists of money payable periodically during any life or lives, the conveyance is charged with *ad valorem* duty on the amount payable during the period of twelve years next after the date of the instrument. But no conveyance on sale chargeable with *ad valorem* duty in respect of periodical payments, and also containing provision for securing the payments, is charged with duty in respect of such provision; and no separate instrument made in that case for securing the payments is charged with any higher duty than ten shillings. When property is conveyed to any person in consideration of a debt due to him, and subject either certainly or contingently to the payment or transfer of money or stock, whether being or constituting a charge or encumbrance upon the property or not, then the debt, money, or stock is deemed the consideration in respect whereof the *ad valorem* duty is charged. *Sub-purchase.*—Where a person having contracted for the purchase of any property, but not having obtained a conveyance contracts to sell it to another person, and the property is in consequence conveyed immediately to the sub-purchaser, the conveyance is charged with *ad valorem* duty in respect of the consideration moving from the sub-purchaser. And where a person having contracted for the purchase of property, but not having obtained a conveyance contracts to sell the whole, or any part or parts thereof to some other person or persons, and the property is in consequence conveyed by the original seller to different persons in parts or parcels, the conveyance of each part or parcel is charged with *ad valorem* duty in respect only of the consideration moving from the sub-purchaser thereof, without regard to the amount or value of the original consideration.

Certificates of birth, &c.—The duty upon a certified copy or extract of or from any register of births, baptisms, marriages, deaths, or burials is paid by the person requiring the copy or extract; it may be denoted by an adhesive stamp to be cancelled by the person by whom the copy or extract is signed before he delivers it out of his hands, custody, or power.

Delivery orders.—The expression "delivery order" means "any document or writing entitling, or intended to entitle, any person therein named, or his

assigns, or the holder thereof, to the delivery of any goods, wares, or merchandise of the value of *forty shillings or upwards*, lying in any dock or port, or in any warehouse in which goods are stored or deposited on rent or hire, or upon any wharf, such document or writing being signed by or on behalf of the owner of such goods, wares, or merchandise, upon the sale or transfer of the property therein." A delivery order is deemed to have been given upon a sale or transfer of the property in goods, wares, or merchandise of the value of forty shillings or upwards, unless the contrary is expressly stated therein. The duty may be denoted by an adhesive stamp, to be cancelled by the person by whom the instrument is made, executed, or issued. A fine of £20 is incurred by any one who —(*a*) untruly states, or knowingly allows to be untruly stated, in a delivery order, either that the transaction to which it relates is not a sale or transfer of property, or that the goods, wares, or merchandise to which it relates are not of the value of forty shillings; or (*b*) makes, signs, or issues any delivery order chargeable with duty, but not being duly stamped; or (*c*) knowingly, either himself or by his servant or any other person, delivers or procures, or authorises the delivery of, any goods, wares, or merchandise mentioned in any delivery order which is not duly stamped, or which contains to his knowledge any false statement with reference either to the nature of the transaction or the value of the goods, wares, or merchandise. But a delivery order is not by reason of it being unstamped deemed invalid in the hands of the person having the custody of, or delivering out, the goods, wares, or merchandise therein mentioned, unless he is proved to have been party or privy to some fraud on the revenue in relation thereto. The duty, in the absence of any special stipulation, is to be paid by the person to whom the order is given; and any person from whom a dutiable delivery order is required may refuse to give it, unless or until the amount of the duty is paid to him.

Duplicates and counterparts.—The duplicate or counterpart of an instrument chargeable with duty (except the counterpart of an instrument chargeable as a lease, such counterpart not being executed by or on behalf of any lessor or grantor) is not duly stamped unless it is stamped as an original instrument, or unless it appears by some stamp impressed thereon that the full and proper duty has been paid upon the original instrument of which it is the duplicate or counterpart.

Letters of allotment or renunciation, scrip certificates, and scrip.—Every person who executes, grants, issues, or delivers out any document chargeable with duty as a letter of allotment, letter of renunciation, or scrip certificate, or as scrip, before the same is duly stamped, incurs a fine of £?0. The duty of one penny on a letter of renunciation may be denoted by an adhesive stamp to be cancelled by the person by whom the letter of renunciation is executed.

Marketable securities and foreign and colonial share certificates.—Marketable securities for the purpose of duty include—(*a*) a marketable security made or issued by or on behalf of any company or body of persons corporate or incorporate, formed or established in the United Kingdom; and (*b*) a marketable security by or on behalf of any foreign state or government, or foreign or colonial municipal body, corporation, or company (hereinafter called a foreign security), bearing date or signed after the 3rd June 1862—

(i) which is made or issued in the United Kingdom; or (ii) which, though originally issued out of the United Kingdom, has been, after the 6th August 1885, or is offered for subscription, and given or delivered to a subscriber in the United Kingdom; or (iii) which, the interest thereon being payable in the United Kingdom, is assigned, transferred, or in any manner negotiated in the United Kingdom; and (*c*) a marketable security by or on behalf of any colonial government which, if the borrower were a foreign government, would be a foreign security (hereinafter called a colonial government security). For the purposes of the Stamp Acts the expression "foreign or colonial share certificate" includes any document whatever, being *primâ facie* evidence of the title of any person as proprietor of, or as having the beneficial interest in any share or shares, or stock or debenture stock, or funded debt of any foreign or colonial company or corporation, where such person is not registered in respect thereof in a register duly kept in the United Kingdom. *Penalty.*—Every person who in the United Kingdom makes, issues, assigns, transfers, negotiates, or offers for subscription any foreign security or colonial government security not being duly stamped incurs a fine of £20. But the Commissioners may at any time, without reference to the date thereof, allow any foreign security or colonial government security to be stamped without payment of penalty, upon being satisfied that it was not made or issued, and has not been transferred or negotiated in the United Kingdom. *Annual duties.*—The duties on a marketable security upon the first transfer by delivery thereof in any year, and on a foreign or colonial share certificate upon the first delivery thereof in any year, are denoted by appropriated adhesive stamps. Every person who delivers, transfers, or is concerned as broker or agent in delivering or transferring any instrument chargeable with any duty so payable, and not being duly stamped, incurs a fine of £20.

Notarial acts.—The duty upon a notarial act, and upon the protest by a notary public of a bill of exchange or promissory note, may be denoted by an adhesive stamp to be cancelled by the notary. *Share warrants.*—If a share warrant is issued without being duly stamped, the company issuing it, and also every person who at the time when it is issued is the managing director or secretary or other principal officer of the company, incurs a fine of £50. *Stock certificates to bearer.*—For the purposes of the Stamp Acts the expression "stock certificate to bearer" includes every stock certificate to bearer issued after the 3rd June 1881 under the Local Authorities Loans Act, 1875, or of any other Act authorising the creation of debenture stock, county stock, corporation stock, municipal stock, or funded debt, by whatever name known. Where a holder has been entered on the register as the owner of the stock described in the certificate, the certificate must forthwith be cancelled so as to be incapable of being reissued. Every person by whom a certificate is issued without being duly stamped incurs a penalty of £50.

Warrants for goods.—For the purposes of the Stamp Acts the expression "warrant for goods" means any document or writing being evidence of the title of any person therein named, or his assigns, or the holder thereof, to the property in any goods, wares, or merchandise lying in any warehouse or dock or upon any wharf, and signed or certified by or on behalf of the person having the custody of the goods, wares, or merchandise. The duty may be denoted by an adhesive stamp, to be cancelled by the person by whom

the instrument is made, executed, or issued. Every person who makes, executes, or issues, or receives or takes by way of security or indemnity, any warrant for goods not being duly stamped incurs a penalty of £20.

Miscellaneous.—*Accident insurance policies.*—Where it is impracticable or inexpedient to require that the duty of one penny be charged and paid upon each policy issued, then, in lieu of and by way of composition for that duty there may be charged on the aggregate amount of all sums received in respect of the premiums a duty at the rate of £5 per cent. as stamp duty. *Void conditions.*—Every condition of sale framed with a view of precluding objection or requisition upon the ground of absence or insufficiency of stamp upon any instrument executed after the 16th of May 1888, and every contract, arrangement, or undertaking for assuming the liability on account of absence or insufficiency of stamp upon any such instrument or indemnifying against such liability, absence, or insufficiency, is void. *Assignment of policy of life assurance to be paid before payment money assured.*—No assignment of a policy of life insurance will confer on the assignee any right to sue for the moneys assured or secured thereby, or to give a valid discharge therefor, or any part thereof, unless the assignment is duly stamped; and no payment may be made to any person claiming under any such assignment unless it is duly stamped. If any payment is made in contravention of this provision, the stamp duty not paid upon the assignment, together with the penalty payable on stamping the same, will be a debt due to his Majesty from the person by whom the payment is made. *Recovery of penalties.*—All fines imposed by the Stamp Acts are sued for and recovered by information in the High Court in England in the name of the Attorney-General for England, in Scotland in the name of the Lord Advocate, and in Ireland in the name of the Attorney-General for Ireland.

Particulars of certain stamp duties not referred to under separate headings.

Appraisement or valuation of any estate or effects where the amount of the appraisement does not exceed £5	£0	0	3
Not exceeding £10	0	0	6
„ 20	0	1	0
„ 30	0	1	6
„ 40	0	2	0
„ 50	0	2	6
„ 100	0	5	0
„ 200	0	10	0
„ 500	0	15	0
Exceeding £500	1	0	0
Apprenticeship indentures	0	2	6
Articles of clerkship to solicitor:—			
In England or Ireland	80	0	0
In Scotland	60	0	0
Bonds.—For securing an annuity, where the payments are for the term of life, or other indefinite period, for every £5, and every fractional part of £5 payable—			
(*a*) If as primary security	0	2	6
(*b*) If as collateral security	0	0	6
For securing an annuity where the total amount is ascertainable, or for the payment of money, same as mortgage.			

For customs or excise duties, same as mortgage bond, but not to exceed 5s.			
For other duties, not specifically charged (including fidelity bonds), same as mortgage bond, but not to exceed 10s.			
On obtaining letters of administration (where the amount exceeds £100)	£0	5	0
Capital duty (share)—			
Companies and corporations with limited liability, on every £100 of nominal capital	0	5	0
Capital duty (loan)—			
Issues by local authorities, companies, and corporations, on every £100 secured	0	2	6
Certificate of goods, which are duly entered inwards, for drawback	0	4	0
Of birth, baptism, marriage, death, or burial	0	0	1
**Contract note,* for the sale or purchase of any stock or marketable security of the value of £5 and under £100	0	0	1
£100 or upwards	0	1	0
Insurance policies (life)—			
For any sum not exceeding £10	0	0	1
Exceeding £10, and not exceeding £25	0	0	3
Exceeding £25, and not exceeding £500, for every £50 or fractional part thereof	0	0	6
Exceeding £500, and not exceeding £1000, for every £100, or fractional part thereof	0	1	0
Exceeding £1000, for every £1000, or any fractional part thereof	0	10	0
Accidental death, or personal injury, or periodical payments during sickness	0	0	1
Loss or damage to property	0	0	1
Indemnity against loss under the Employers' Liability Act, or the Workmen's Compensation Act—			
Where the annual premium does not exceed £1	0	0	1
Exceeding £1	0	0	6
Where the premium does not exceed 2s. 6d. per cent. of the sum insured	0	0	1
For every £100, or fractional part thereof, insured upon any voyage	0	0	3
In time policies, for every sum of £100, or fractional part thereof—			
If the time does not exceed six months	0	0	3
If the time does not exceed twelve months	0	0	6
If there is a continuation clause, extending the time for thirty days beyond the year, an additional duty of	0	0	6

STANDARD OF VALUE.—It is usual in most works of reference to set out a table of the standard of value and moneys of account of the principal countries of the world showing, particularly, the usual values in English money of the principal foreign coins. These values, which in many instances are very different in amount to those at which the moneys exchange in actual practice, are set out in a table in the Appendix, wherein will also be found the equivalents in United States currency. Here follows a table of approximately equivalent values at which money may be transmitted to and fro between the United Kingdom and the principal foreign countries by means of money orders.

* Subject to the Budget of 1910.

Sums Payable in English Money on Money Orders issued in Foreign Countries, &c.

Belgium, *Chili, *Congo Free State and *Greece.		Switzerland, *Bulgaria, and *Servia.		France and Algeria, Luxemburg, Italy, *Montenegro, *Salvador, Tunis, Roumania, †Austria, Austrian Agencies, and †Hungary.		German Empire, Possessions, &c.		Netherlands and Dutch East Indies.		English Money.			Denmark and Iceland.		Danish West Indies.		*Finland, Norway, and Sweden.		Egypt, India, United States, Canada, Hawaii, Porto Rico, and the Philippine Islands.
Francs.	Cents.	Francs.	Cents.	Francs.	Cents.	Marks.	Pfen.	Florins.	Cents.	£	s.	d.	Kroner.	Ore.	Kroner.	Ore.	Kroner.	Ore.	
0	11	0	11	0	11	0	09	0	06	0	0	1	0	08	0	07	0	08	
0	21	0	22	0	21	0	18	0	11	0	0	2	0	16	0	15	0	16	
0	32	0	32	0	32	0	26	0	16	0	0	3	0	23	0	22	0	23	
0	42	0	43	0	42	0	35	0	21	0	0	4	0	31	0	30	0	31	
0	53	0	53	0	53	0	43	0	26	0	0	5	0	38	0	37	0	38	
0	63	0	64	0	63	0	52	0	31	0	0	6	0	46	0	45	0	46	
0	74	0	74	0	74	0	60	0	36	0	0	7	0	54	0	52	0	53	
0	84	0	85	0	84	0	69	0	41	0	0	8	0	61	0	60	0	61	
0	95	0	95	0	95	0	77	0	46	0	0	9	0	69	0	68	0	68	
1	05	1	06	1	05	0	86	0	51	0	0	10	0	76	0	75	0	76	
1	16	1	16	1	16	0	94	0	56	0	0	11	0	84	0	83	0	84	
1	26	1	27	1	26	1	03	0	61	0	1	0	0	91	0	90	0	91	
2	53	2	53	2	52	2	05	1	21	0	2	0	1	82	1	81	1	82	
3	79	3	79	3	78	3	07	1	82	0	3	0	2	73	2	72	2	72	
5	05	5	06	5	04	4	09	2	42	0	4	0	3	64	3	63	3	63	
6	31	6	32	6	30	5	12	3	03	0	5	0	4	55	4	53	4	53	
7	58	7	58	7	56	6	14	3	63	0	6	0	5	46	5	44	5	44	
8	84	8	85	8	82	7	16	4	24	0	7	0	6	37	6	35	6	35	
10	10	10	11	10	08	8	18	4	84	0	8	0	7	28	7	26	7	25	
11	36	11	37	11	34	9	21	5	45	0	9	0	8	19	8	16	8	16	
12	63	12	63	12	60	10	23	6	05	0	10	0	9	10	9	07	9	06	
13	89	13	90	13	86	11	25	6	66	0	11	0	11	01	9	98	9	97	
15	15	15	16	15	12	12	27	7	26	0	12	0	10	92	10	89	10	88	
16	41	16	42	16	38	13	30	7	87	0	13	0	11	83	11	79	11	78	
17	68	17	69	17	64	14	32	8	47	0	14	0	12	74	12	70	12	69	
18	94	18	95	18	90	15	34	9	08	0	15	0	13	65	13	61	13	59	
20	20	20	21	20	16	16	36	9	68	0	16	0	14	56	14	52	14	50	
21	46	21	48	21	42	17	39	10	29	0	17	0	15	47	15	42	15	41	
22	73	22	74	22	68	18	41	10	89	0	18	0	16	38	16	33	16	31	
23	99	24	00	23	94	19	43	11	50	0	19	0	17	29	17	24	17	22	
25	25	25	26	25	20	20	45	12	10	1	0	0	18	20	18	15	18	12	
50	50	50	52	50	40	40	90	24	20	2	0	0	36	40	36	30	36	24	
75	75	75	78	75	60	61	35	36	30	3	0	0	54	60	54	45	54	36	
101	00	101	04	100	80	81	80	48	40	4	0	0	72	80	72	60	72	48	
126	25	126	30	126	00	102	25	60	50	5	0	0	91	00	90	75	90	60	
151	50	151	56	151	20	122	70	72	60	6	0	0	109	20	108	90	108	72	
76	75	176	82	176	40	143	15	84	70	7	0	0	127	40	127	05	126	84	
202	00	202	08	201	60	163	60	96	80	8	0	0	145	60	145	20	144	96	
227	25	227	34	226	80	184	05	108	90	9	0	0	163	80	163	35	163	08	
252	50	252	60	252	00	204	50	121	00	10	0	0	182	00	181	50	181	20	

The tables on the following page for the conversion of the amounts of Orders issued in the United Kingdom and payable in the above mentioned countries also apply to the conversion of the amounts of Orders issued in those countries and payable in the United Kingdom, the rate of exchange being similar in both directions.

NOTE.—In calculating amounts payable in the United Kingdom, it must be understood that the Foreign Offices of Exchange reserve to themselves the power of dealing with fractions of a penny as they may deem most convenient. For example, an Order issued in Denmark for 1 Kroner may be credited to this country either as 1s. 1d. or 1s. 2d.

* Orders from BULGARIA and SERVIA are advised through Bâle (Switzerland); from CHILI, the CONGO FREE STATE and GREECE through Brussels (Belgium); from MONTENEGRO and SALVADOR through Turin (Italy); and from FINLAND and GOA through Malmö (Sweden) and Bombay (India) respectively. The amounts are re-advised to the United Kingdom less a deduction of about 1 per cent. by the office which acts as the intermediary.

† AUSTRIA AND HUNGARY.—The amounts of Money Orders issued in Austria and in Hungary are converted at the Offices of Vienna or Buda-Pesth, as the case may be, into the French currency of Francs and Centimes, in accordance with the current value of the Piece of 20 Francs in Gold on the day of the despatch of the Advice Lists to London. The sums so advised are converted at the London Office into sterling money at the rates shown in this column.

PORTUGAL, THE AZORES, AND MADEIRA.—Money Orders drawn in Portugal, the Azores, and Madeira, on the United Kingdom are issued in Portuguese currency, and the equivalent in Sterling is calculated by the Post Office at Lisbon as nearly as possible according to the current rate of exchange.

Sums Payable in Foreign Currencies on Money Orders issued in the United Kingdom.

India.		Belgium, *Bulgaria, *Chili, *Congo Free State, *Greece, Italy, *Montenegro *Salvador, *Servia, Switzerland, *Uruguay.		France and Algeria, Luxemburg, Roumania, Tunis, †Austria, Austrian Agencies, and †Hungary.		German Empire, Possessions, &c.		English Money.			Netherlands and Dutch East Indies.		Denmark, Iceland, and Danish West Indies, *Finland, Norway, and Sweden.		Egypt.			United States, Canada, Hawaii, Porto Rico and the Philippine Islands.	
Rupees.	Annas.	Francs.	Cents.	Francs.	Cents.	Marks.	Pfen.	£	s.	d.	Florins.	Cents.	Kroner.	Ore.	Pounds. Egyptn.	Mill.	Dollars.	Cents.
0	1	0	10	0	10	0	08	0	0	1	0	05	0	7	0	004	0	02
0	2	0	20	0	21	0	17	0	0	2	0	10	0	15	0	008	0	04
0	3	0	30	0	31	0	25	0	0	3	0	15	0	22	0	012	0	06
0	4	0	40	0	42	0	34	0	0	4	0	20	0	30	0	016	0	08
0	5	0	50	0	52	0	42	0	0	5	0	25	0	37	0	020	0	10
0	6	0	60	0	63	0	51	0	0	6	0	30	0	45	0	024	0	12
0	7	0	70	0	73	0	59	0	0	7	0	35	0	52	0	028	0	14
0	8	0	80	0	84	0	68	0	0	8	0	40	0	60	0	032	0	16
0	9	0	90	0	94	0	76	0	0	9	0	45	0	68	0	036	0	18
0	10	1	00	1	05	0	85	0	0	10	0	50	0	75	0	040	0	20
0	11	1	10	1	15	0	93	0	0	11	0	55	0	83	0	044	0	22
0	12	1	20	1	26	1	02	0	1	0	0	60	0	90	0	048	0	24
1	8	2	50	2	52	2	04	0	2	0	1	20	1	81	0	097	0	49
2	4	3	70	3	78	3	06	0	3	0	1	81	2	72	0	146	0	73
3	0	5	00	5	04	4	08	0	4	0	2	41	3	62	0	195	0	97
3	12	6	30	6	30	5	10	0	5	0	3	02	4	53	0	243	1	22
4	8	7	50	7	56	6	12	0	6	0	3	62	5	43	0	292	1	46
5	4	8	80	8	82	7	14	0	7	0	4	22	6	35	0	341	1	71
6	0	10	00	10	08	8	16	0	8	0	4	83	7	25	0	390	1	95
6	12	11	30	11	34	9	18	0	9	0	5	43	8	15	0	438	2	19
7	8	12	60	12	60	10	20	0	10	0	6	04	9	06	0	487	2	44
8	4	13	80	13	86	11	22	0	11	0	6	64	9	96	0	536	2	68
9	0	15	10	15	12	12	24	0	12	0	7	24	10	87	0	585	2	92
9	12	16	30	16	38	13	26	0	13	0	7	85	11	77	0	633	3	17
10	8	17	60	17	64	14	28	0	14	0	8	45	12	68	0	731	3	41
11	4	18	90	18	90	15	30	0	15	0	9	06	13	59	0	682	3	65
12	0	20	10	20	16	16	32	0	16	0	9	66	14	49	0	780	3	90
12	12	21	40	21	42	17	34	0	17	0	10	26	15	41	0	828	4	14
13	8	22	60	22	68	18	36	0	18	0	10	87	16	31	0	877	4	38
14	4	23	90	23	94	19	38	0	19	0	11	47	17	21	0	926	4	63
15	0	25	20	25	20	20	40	1	0	0	12	08	18	12	0	975	4	87
30	0	50	40	50	40	40	80	2	0	0	24	16	36	24	1	950	9	74
45	0	75	60	75	60	61	20	3	0	0	36	24	54	36	2	925	14	61
60	0	100	80	100	80	81	60	4	0	0	48	32	72	48	3	900	19	48
75	0	126	00	126	00	102	00	5	0	0	60	40	90	60	4	875	24	35
90	0	151	20	151	20	122	40	6	0	0	72	48	108	72	5	850	29	22
105	0	176	40	176	40	142	80	7	0	0	84	56	126	84	6	825	34	09
120	0	201	60	201	60	163	20	8	0	0	96	64	144	96	7	800	38	96
135	0	226	80	226	80	183	60	9	0	0	108	72	163	08	8	775	43	83
150	0	252	00	252	00	204	00	10	0	0	120	80	181	20	9	750	48	70

* Orders for BULGARIA and SERVIA are advised through Bâle (Switzerland); for CHILI, CONGO FREE STATE, GREECE, and URUGUAY through Brussels (Belgium); for MONTENEGRO and SALVADOR through Turin (Italy); and for FINLAND and GOA through Malmö (Sweden) and Bombay (India) respectively. The amounts are re-advised in the currency of the country of payment less a deduction of about 1 per cent. by the office which acts as the intermediary.

† AUSTRIA AND HUNGARY.—The Amounts of Money Orders issued in the United Kingdom upon Austria and Hungary are converted at the London Office into the French currency of Francs and Centimes, as shown in this column; and at the Office of Vienna or Buda-Pesth, as the case may be, such sums are converted into Austro-Hungarian money in accordance with the value of the Piece of 20 Francs in Gold current in those cities on the day on which the Advice Lists are received from London.

PORTUGAL, THE AZORES, AND MADEIRA.—The Amounts of Orders to be paid in Portugal, the Azores, and Madeira are converted at Lisbon into Portuguese money as closely as practicable according to the current rate of exchange.

STANNARIES.—This term, derived from the Latin word for tin, has the general signification of mines and works where tin is got and purified, but in its particular signification it refers to the tin mines and works of Devonshire and Cornwall. In those counties there has been from time immemorial a body of local law and custom relating to tin mining and working and the "tinners" or miners, which was administered by local courts known as Stannary Courts. Now, however, the jurisdiction of the Stannary Courts has been vested by statute in the local county courts. In the same counties, and incidental to tinning, is also found that peculiar form of partnership or trading company known as the "cost-book system." A cost-book company has as its representative to the public an official known as a "purser," whose duties also include the management of the affairs of the company on behalf of its members. Membership of such a company involves very different rights and obligations to membership of a company registered under the Companies Acts with limited liability. A member, as a rule, is individually liable to pay direct to a creditor any debt properly incurred by the purser on behalf of the company; and consistently with this liability such a creditor may sue any member individually. But each member is entitled to accounts and contribution from his fellow-members without proceeding to a dissolution of the company. A member is not bound to retain his share in the company at the will of his fellow-members; he may relinquish it at any time, subject to an account being taken between himself and them. And so he may transfer his share without the consent of his fellow-members. The wages of miners are a first charge on the assets of a cost-book company, and their payment and recovery, in case of arrears, are specially provided for in the Stannaries Act, 1887, which also deals generally with this subject.

STOCK in a company, like shares, is a share in the capital, but, unlike shares, it is subdivisible into fractional parts, and so held by its proprietors who are registered as the stockholders in the company. Stock is a chose in action, but a holder cannot sue for the capital value of his holding; his interest in the stock he holds is limited to a right to receive dividends thereon subject to redemption by the company. According to Lord Hatherley, in *Morrice* v. *Aylmer*, the principal difference between shares and stock is, that "shares in a company, as shares, cannot be bought in small fractions of any amount (fractions of less than a pound); but the consolidated stock of a company can be bought just in the same way as the stock of the public debt can be bought, split up into as many portions as you like, and subdivided into as small fractions as you please. And that, no doubt, is of great importance in selling. . . . Independently of that, however, it possesses all the qualities of shares. It is, in fact, simply a set of shares put together in a bundle." In that case it was decided that the words "shares in a railway" company used in a will, are sufficient to pass "stock" in a railway company. Generally speaking, stock is personal property whatever may be the character of the actual property of the company, the most striking exception to this rule being shares in the New River, which are always real estate. *See* NATIONAL DEBT.

STOCKBROKER.—The great centre for the sale and purchase of stocks and shares is, for the United Kingdom, the Stock Exchange in London.

This is the market to which the great majority of the selling and buying public go. They cannot, however, deal there in person. All transactions by the public must be effected through the agency of persons who are members of the Stock Exchange, and who carry on business there as either jobbers or brokers. But the brokers are the particular class of members with whom the public deal. The JOBBERS are dealt with by the brokers. There are Stock Exchanges in a considerable number of the most important provincial towns, but the rules and customs of the London Exchange may be taken, except in certain matters of detail, as typical of them all. Certainly in every Stock Exchange will be found the member-broker. A person who acts as a stockbroker, and is not a member of the Exchange on which he affects to deal is known as an outside stockbroker. In London he is generally a merely speculative dealer in stocks and shares, and generally stands in the relation of a principal, and not an agent, to the person for whom he assumes to buy or sell. In the provinces this is not always generally so—especially in respect of dealings in local securities—for a provincial outside broker has often a considerable private clientele ready to buy or sell. A broker who is a member of the London Stock Exchange is subject to the control of a committee, is not allowed to advertise or tout for business from the public, and is prohibited from dealing on the COVER system. And if any dispute arises between such a broker and his client it can generally be settled by reference to the Stock Exchange committee, provided the non-member party thereto is willing to submit to the decision arrived at.

The remuneration of a broker takes the form of a commission on the value of the securities bought or sold. There is not, however, any authorised scale, though in practice the following is usual:—

	On Nominal Value.
British and Indian Government Securities	2s. 6d. per cent.
Colonial, Corporation, and Foreign Stocks	5s. 0d. „
Home Railway Stocks	5s.–10s. „
American and Foreign Railway Securities	5s.–10s. „
Shares in mines, industrial companies, &c.—	
Under £1 nominal value	3d. per share.
„ £2 „ „	6d. „
„ £5 „ „	9d. „
„ £10 „ „	1s. „

and 6d. per share for every £5 per share in excess.

Only one commission is charged if a bargain is closed during the account in which it is made. Thus if a client both buys and sells, or sells and buys, the same security during the same account, the broker will only charge him a commission on either the purchase or the sale; but the charge will generally be made in respect of that one of the transactions which is the highest in value. With respect to keeping open speculative accounts—that is, where the clients carry over from account to account—the practice of brokers varies. "Some charge a commission for the original buying or selling (according as it is a bull or a bear account), and also on the ultimate closing of the account, but do not charge for effecting the intermediate carrying over transactions. Others charge a commission on the original purchase or sale, and a small commission for each carrying over, and nothing on closing the account. The

latter is the more usual; it is almost necessary for brokers to charge a commission on carrying-overs, as otherwise clients would be apt to open large speculative accounts, and keep them open for an unlimited time, thus giving the broker infinite trouble, and exposing him to risk in the event of a defaulting client" (*Stutfield's Stock Exchange*).

Relationship of broker and client.—Strictly speaking, the relationship is that of broker and principal; but as the word "client" is so generally used in this connection it will be adopted in this article. Every person who deals on the Stock Exchange should have especial regard to Rule 53 of the Stock Exchange Rules. This rule is binding upon him to the extent of incorporating in his contracts with and through a broker a condition that they are to be performed subject to the legal and reasonable rules and usages of the Exchange. It runs as follows:—"The Stock Exchange does not recognise in its dealings any other parties than its own members; every bargain, therefore, whether for account of the member effecting it or for account of a principal, must be fulfilled according to the rules, regulations, and usages of the Stock Exchange." That the rules and usages should be legal and reasonable is a necessary modification imported into the rule by the law. Some usages are undoubtedly inoperative on account of their illegal or unreasonable nature. Of such are usages to disregard Leman's Act [*see* BANK SHARES]; and that the execution of a BLANK TRANSFER implies an efficient authority to a broker to fill in the blanks. And one rule may certainly under some circumstances be illegal—the rule (59) that "no application which has for its object to annul any bargain in the Stock Exchange shall be entertained by the committee unless upon a specific allegation of fraud or wilful misrepresentation." It would not, for instance, be recognised by the Court in a case where its operation would have the effect of enforcing an illegal or legally unusual or oppressive contract (*Perry* v. *Barnett*).

The broker's authority is derived from the instructions he receives from his client, and with these he must strictly comply. In accordance with a general rule of the law of agency the authority is determined by the death of the client, and so is it in the event of the bankruptcy of the client. A broker is therefore apparently entitled, upon notice of the death or bankruptcy, to close a client's account forthwith (*Phillips* v. *Jones; re Overbeg*). A general authority to a broker to buy or sell is, in conformity with Rules 89 and 111, an instruction to do so for completion at the ensuing account, and not "for cash." But if the transaction is for the sale of a letter of allotment the bargain is for cash; and if for shares in a new company, for the special settlement. Unless he has received special instructions from his client to carry over, a broker has no authority, when only authorised to purchase for the ensuing account, to carry over to the subsequent account (*Maxted* v. *Paine*). It is a very usual practice for a client to fix a limit of price in his instructions to his broker below or above which the broker is not to sell or purchase, as the case may be, a particular security. Such instructions last only for the current account (see *Lawford* v. *Harris*), and must always be strictly adhered to by the broker.

Consistently with the essential distinction between a stockbroker who is a member of the Stock Exchange and one who is merely an outside broker,

it is a general principle that a broker must not sell his own securities to his client. Should a broker violate this principle his client would be entitled to recover any damages he had suffered, as where the broker had sold securities to him the price of which thereupon fell. The damages in such a case would be the difference between the price the client had paid for the securities and the price for which he could have sold them in the market immediately afterwards (*Waddell* v. *Blockey; Thompson* v. *Meade*). Strictly speaking a broker has no right to "take in" securities for his client instead of effecting the transaction with a jobber, in order to carry them over. But as this is a frequent practice of brokers, and generally means a saving of expense to their clients, there is no reason why a client should object thereto. Certainly there is not if a saving is actually effected, and the broker does not charge brokerage as well as contango. He cannot legally charge the brokerage in such a case, because he is acting as a principal and not as an agent.

As trustee of client's money.—Any money in the possession of a broker which belongs to his client is considered by law to be in his possession as a trustee for his client. The importance of this rule to a client is very great, for his money in the hands of his broker is thus treated as trust money. Consequently a creditor of the broker cannot attach such money. And even if the money is kept by the broker in his bank, mixed in the same account with his own money, yet it may be distinguished for the purposes of this protection from the other money. And all the drawings out by the broker for his own purposes must be attributed to his own money and not to his client's (*Hancock* v. *Smith*).

Indemnity.—On the settling day in the Exchange a broker is bound to pay for the bargains he has made during the account. It is important, therefore, that he should receive by that day the moneys due to him from his clients, for he is responsible to his fellow-members whether his clients have paid him or not. Accordingly, if a client fails to pay him punctually he is out of pocket on the transaction until he obtains payment from his client. And the broker has a strict right to indemnity from his client in respect of his out-of-pockets of this nature. So in the case of default by the client he is entitled to resort to the Court in order to obtain reimbursement.

The method of dealing on the Stock Exchange and of the settlement of accounts is such that accounts between broker and client are most generally in the nature of differences or balances. The word "differences" has acquired, however, a popular signification that suggests a gaming or wagering transaction, and so leads many speculators to imagine that a broker is generally unable to recover from his client. But this signification is, as a general rule, an illusory one, for in practically all dealings on the Stock Exchange where the broker has entered into a firm contract with a jobber, the differences can be recovered from his client by the broker so far as they represent actual disbursements in respect of which he has incurred liability on his client's behalf and his proper commission. In *Thacker* v. *Hardy* the plaintiff, a broker, was employed by the defendant to speculate for him upon the Stock Exchange. To the knowledge of the broker the defendant, his client, did not intend to accept the stock bought for him or to deliver the stock sold for him, but expected that the broker would so arrange matters that nothing but differences should be payable by him; and the broker also knew that

unless he could so arrange matters his client would be unable to meet the engagement which the broker might enter into on his client's behalf. Nevertheless the broker did enter into contracts on behalf of his client, and so became personally liable. The client having failed to indemnify the broker against this liability, he was sued by the broker. The client thereupon defended the action, but failed. It was held that the broker was entitled to recover; for his employment by the defendant was not against public policy, and was not illegal at common law, and, further, was not in the nature of a gaming and wagering contract. And so, in *Forget* v. *Ostigny*, where a broker was employed to make actual contracts of purchase and sale, in each case completed by delivery and payment, on behalf of a client whose object was not investment but speculation, it was held that these were not gaming contracts and that the broker was entitled to recover his disbursements. But if neither the broker nor his client ever contemplate delivery or acceptance or any actual transfer of any stock, both of them intending that the matter should be treated as a matter of differences only, and not of delivery or acceptance, then undoubtedly the broker would have no valid claim against his client. And this is so even though the parties put the contract into a form which cloaks or conceals the fact that they are gambling (*In re Gieve*).

STOCK EXCHANGE.—A Stock Exchange is a market for the sale and purchase of stocks and shares. The principal Stock Exchange in the world is that in London, though in practically the same rank are those of such great cities as New York (commonly called "Wall Street," as the London exchange is often referred to as "Capel Court"), Paris, Berlin, Frankfort, and Vienna. But London being the centre of the financial world it is inevitable that its exchange should occupy a position of indisputable pre-eminence. Besides these great national exchanges there are also provincial exchanges in many of the leading cities of commercial countries. Of such in the United Kingdom may be instanced the exchanges at Glasgow, Dublin, Liverpool, Manchester, Birmingham, and Bristol.

The London Stock Exchange is a society carrying on business upon premises belonging to a joint-stock company, the shareholders of which must be members of the exchange. It is governed by a committee elected from its members. This committee regulates the transaction of business by making and enforcing the observance of certain rules and regulations known as the Rules of the Stock Exchange, and to these rules the members are subject, as also are other persons in respect of their dealings on the exchange. Besides the written rules there is also the practice of the exchange, or, as it has been called, the unwritten comment on those rules from the usage of those who in everyday use apply those rules. The Stock Exchange is thus to a very great extent a law unto itself; so much so that members of the public who engage in Stock Exchange dealings are frequently surprised to find the ordinary rules of the law of contract are excluded from application, and that a large number of the decisions of the courts have no relevancy to any but a Stock Exchange case. The effect of the rules and usages of the Stock Exchange has been well stated by Mr. Justice Blackburn in *Maxted* v. *Paine*. The great and main object of the members in establishing a periodical account and making their rules as to NAME DAYS and settling days [*see* SETTLEMENT] and tickets was apparently the same as that

which led to the establishment of the CLEARING-HOUSE, and which was, in short, that the number of actual transfers and payments should be reduced to a minimum, and that all that can be done by setting off one contract against another, and settling them in account without any actual transfer or payment of cash, should be done. "And notwithstanding," said the learned judge, "what I cannot help thinking the mistaken objections of the lawyers of the past generation against settling matters in account, I think this is a laudable and convenient object."

In order to obtain admission as a member of the Stock Exchange it is necessary that a candidate should have served either two or four years as a clerk to a member. Five hundred or 250 guineas is the fee on admission, and £42 is the amount of the annual subscription. The higher entrance fee is payable by a two-years' clerk, who must also find sureties in three members, and the lower fee is payable by a four-years' clerk, who need only find two sureties. When admitted the member carries on business either as a broker or JOBBER. The committee do not allow members to act in the double capacity; nor do they sanction partnerships between brokers and jobbers. A jobber should not do business with an outsider without the intervention of a broker; and it may be said that even if two brokers come together, one wanting to buy and the other to sell, the bargain should pass through a jobber's books. A broker cannot therefore deal as principal with his client, quoting prices at which he will deal. The practice of carrying-over has created, however, some exceptions to this rule. Members are particularly cautioned by the committee against transacting speculative business directly or indirectly, for or with, officials or clerks in public or private establishments without the knowledge of their employers. *See* STOCKBROKER.

STOP ORDER.—Where a person interested in a fund in court has assigned or mortgaged such interest, the assignee or mortgagee is entitled to an order from the Court preventing the fund being dealt with to his prejudice. Such an order is called a "Stop-order."

SUBROGATION is a doctrine applicable only to contracts of marine and fire insurance. It has no relation to life assurance, or to insurance against accidents. The principle of the doctrine is that on payment of a loss the insurers are entitled to enforce all the remedies, whether in contract or in tort, which the insured has against third parties, whereby the insured can compel such third parties to make good the loss insured against; and if the insured enforces or receives the advantage of such remedies, the insurers are entitled to receive from the assured the advantage of such remedies. Such is the substance of the exposition of the doctrine by Lord-Justice Brett in *Castellain* v. *Preston*. Take an illustration. Where the landlord insures, and he has a covenant by the tenant to repair, the insurance office, on payment of a loss, succeeds to the right of the landlord against the tenant; and if the tenant does repair, the office has the right to receive from the landlord a benefit equivalent to the benefit which the landlord received from such repair. In *Castellain* v. *Preston* a vendor had contracted with a purchaser for the sale, at a specified sum, of a house, which had been insured against fire with an insurance company by the vendor. The contract of sale contained no reference to the insurance. After the date of the contract, but before the

date fixed for completion, the house was damaged by fire, and the vendor received the insurance money from the company. The purchase was afterwards completed, and the purchase-money agreed upon, without any abatement on account of the damage by fire, was paid to the vendor. It was held that the company were entitled to recover from the vendor, for their own benefit, a sum equal to the insurance money. This judgment was an application of the principle of subrogation. If an insured, who has suffered a loss he has insured against, receives compensation therefor from his insurers and then, subsequently, receives further compensation from other sources in respect of the same loss, the insurers are entitled to recover from him any sum which he may have received in excess of the loss he actually sustained (*Darrell* v. *Tibbitts*). And not only can the insurers receive that, but they are also entitled to recover the full value of any rights or remedies of the insured against third parties which have been renounced by him and to which, but for such renunciation, the insurers would have a right to be subrogated (*West of England Fire Insurance Co.* v. *Isaacs*).

SUBSTITUTED SERVICE.—A person against whom a writ has been issued can now obtain no practical advantage by endeavouring to evade service. The tactics of such have been amply met by rules of court which provide for substituted service, or service other than personal. A plaintiff who cannot effect service upon the defendant should apply to the court, by summons, for an order for substituted service. The application should be supported by an affidavit. This latter must be very precise, stating fully what efforts have been made to serve the defendant personally, with particulars of time and place, and who was seen, and what happened. It should further ask specifically for substituted service in one of the ways allowed, and state the deponent's reasons for believing that the writ will come to the defendant's knowledge if so served; otherwise the order will not be made. In the King's Bench Division the following requirements have in general to be complied with before an order will be made, and must be deposed to in the affidavit; namely, one call upon the defendant, followed by two successive appointments to serve the writ. The calls must be made at the defendant's residence, and not at his place of business, unless the residence is unknown and cannot be discovered, in which case it should be stated what efforts have been made to discover it. At the time of making the appointments to serve the writ, it must be stated that the appointments are for the purpose of serving the writ, and not merely general appointments. The place and time of each appointment must be distinctly named, and the appointments must be kept by the person entrusted with the service of the writ. The appointments must be made for a reasonable hour when the defendant is likely to be at home; and the copy of the writ should be left for the defendant on the occasion of one of the calls.

SUCCESSION DUTY.—This is one of the death duties. It is payable by a person (termed the "successor") who succeeds, upon the death of another, to real property or to the income thereof. The rate varies according to the relationship of the successor to the deceased; it may be paid by instalments. In this connection the term "real property" includes all freehold, copyhold, customary, leasehold and other hereditaments, whether corporeal or incorporeal.

Rates of Succession Duty by the Succession Duty Act, 1853, and the Finance Act, 1894.

	Where Estate Duty under the Finance Act, 1894, has been paid upon the property.
Brothers and sisters of the predecessor and their descendants	3 per cent.
Brothers and sisters of the father or mother of the predecessor and their descendants	5 do.
Brothers and sisters of a grandfather or grandmother of the predecessor and their descendants	6 do.
Persons of more remote consanguinity, or strangers in blood	10 do.

The husband or wife of the predecessor is not chargeable with succession duty; and a successor, whose husband or wife is of a nearer relationship to the predecessor, is chargeable with succession duty at the rate at which such husband or wife would be chargeable. The relations of the husband or wife of the predecessor are chargeable with succession duty at 10 per cent., unless themselves related in blood to the predecessor.

Lineal issue or lineal ancestors of the predecessor, who would otherwise be chargeable with succession duty at the rate of one per cent., are exempt where the property passes under the deceased's will or intestacy, or under his disposition or any devolution from him, or under any other disposition under which respectively estate duty under the Finance Act, 1894, has been paid. Lineal issue or lineal ancestors of the predecessor are chargeable with succession duty at the rate of one per cent. where the property is chattel leasehold, and passes on the deceased's death under a will or intestacy under which probate duty according to any of the scales in force prior to the Customs and Inland Revenue Act, 1881, has been properly paid in respect of such property. Where probate or account duty has been paid in accordance with the Customs and Inland Revenue Act, 1881, in respect of such property, lineal issue and lineal ancestors of the predecessor are not chargeable with succession duty in respect thereof as passing to them under the will, or other disposition, or intestacy, under which such duty was paid.

It should be observed that by section 18 (1) of the Finance Act, 1894, where the deceased died after the 1st August 1894, and the successor is *competent to dispose* of the real property comprised in his succession, "the duty shall be a charge on the property, and shall be payable by the same instalments as are authorised by this Act for estate duty on real property, with interest at the rate of 3 per cent. per annum; and the first instalment shall be payable and the interest shall begin to run at the expiration of twelve months after the date on which the successor became entitled in possession to his succession or to the receipt of the income and profit thereof; AND AFTER THE EXPIRATION OF THE SAID TWELVE MONTHS, THE PROVISIONS WITH REGARD TO DISCOUNT SHALL NOT APPLY." And by section 6 (8), the estate duty "due upon an account of real property may . . . be paid by eight equal yearly instalments, or sixteen half-yearly instalments . . ."

Estimation of value of succession, &c.—By the Finance Act, 1894, sec. 18 (1), the value for the purpose of succession duty of a succession to real property arising on the death of a person dying after the 1st August 1894, where the successor is *competent to dispose of the property*, is the *principal value of the property*, after deducting the estate duty payable in respect thereof on the said death and the

expenses, if any, properly incurred, of raising and paying the same. By sec. 22 (2) (*a*) a person is deemed "competent to dispose" of property if he has such an estate or interest therein, or such general power as would, if he were *sui juris*, enable him to dispose of the property, including a tenant in tail whether in possession or not. The expression "general power" includes every power or authority enabling the donee or other holder thereof to appoint or dispose of property as he thinks fit, whether exercisable by instrument *inter vivos* or by will or both. . . . By sec. 18 (2), embodying sec. 7 (5), the "principal value" of any property is estimated to be the price which, in the opinion of the commissioners, such property would fetch if sold in the open market at the time of the death of the deceased; but in the case of any agricultural property, where no part of the principal value is due to the expectation of an increased income from such property, the principal value must not exceed twenty-five times the annual value as assessed under schedule A of the Income Tax Acts, after making such deductions as have not been allowed in that assessment and are allowed under the Succession Duty Act, 1853, and making a deduction for expenses of management not exceeding 5 per cent. of the annual value so assessed. By sec. 22 (1) (*g*), the expression "agricultural property" means agricultural land, pasture and woodland, and also includes such cottages, farm buildings, farm houses and mansion houses (together with the lands occupied therewith) as are of a character appropriate to the property.

Commutation.—Applications to commute succession duty presumptively payable upon future events in respect of real property should be made in writing to the Secretary, Estate Duty Office, Somerset House, London, W.C. In general, an application to commute can only be agreed to when the property is being sold or mortgaged. The reason for the application should be stated, together with the gross amount of the sale money or loan, the full particulars of the property and of the title and the names and dates of birth of the tenants for life and in remainder.

See DEATH DUTIES; ESTATE DUTY; LEGACY DUTY.

SUMMARY JUDGMENT.—Upon a debtor being served with a writ in the High Court at the suit of his creditor, he generally proceeds to enter an appearance in the same manner as if he had a good defence to the action on its merits. His object as a rule is merely to gain time and to delay his creditor, for there is only a small percentage of such cases in which a debtor has a *bonâ fide* defence and merits an opportunity to take the case to trial. To proceed to trial of an action always means a great delay. The creditor of course would like to obtain judgment in the least possible time, and it is to assist him, without doing an injustice to the debtor, that the Court provides, under Order XIV. of the rules of the Supreme Court, a procedure by which the case may come up for consideration at a very early stage. "Courts of law," said Lord Bramwell, "are not only for the purposes of litigation but are also debt collectors. . . . This order was intended to facilitate the High Court of Justice in debt collecting." The provisions of the order, if exercised, are intended to prevent the necessity for a trial.

The creditor who is entitled to take advantage of the provisions of this order is one who seeks only to recover a debt or liquidated demand in money payable by the defendant, with or without interest, arising (*a*) upon a contract, express or implied (as for instance on a bill of exchange, promissory note or cheque, or other simple contract debt); or (*b*) on a bond or contract under seal for payment of a liquidated amount of money; or (*c*) on a statute

where the sum sought to be recovered is a fixed sum of money or in the nature of a debt other than a penalty; or (*d*) on a guarantee, whether under seal or not, where the claim against the principal is in respect of a debt or liquidated demand only; or (*e*) on a trust; or (*f*) in actions for the recovery of land, with or without a claim for rent or mesne profits, by a landlord against a tenant whose term has expired or has been duly determined by notice to quit, or against persons claiming under such tenant. But he must "specially" indorse his writ with full particulars of his claims and the items thereof. The defendant having been served with such a writ in such an action, and having appeared, the plaintiff can then take out a summons for leave to sign judgment against the defendant notwithstanding the appearance. This summons, accompanied by an affidavit in support, is served upon the defendant at least four clear days before the day appointed for it to be heard. Upon the hearing the defendant can file an affidavit if the circumstances of the case permit, showing that he has a good defence to the action and that his appearance was not entered for the purposes of delay. If the Court is satisfied that the defendant has a good defence it will refuse the plaintiff's application for judgment and will give leave to the defendant to defend. If it is not so satisfied it will either absolutely refuse to allow the defendant to defend the action, or it will allow him to do so only upon terms, as for example that he pays into court the amount of the plaintiff's claim. *See* ACTION.

SUMMARY MATRIMONIAL CAUSE.—A wife may now obtain a judicial separation from her husband without going to the High Court therefor. Power to make an order for such a separation was conferred upon magistrates' courts by the Summary Jurisdiction (Married Women) Act, 1895. This is made when—(*a*) the husband has been convicted upon indictment of an assault upon his wife and sentenced to pay a fine of more than £5 or to imprisonment for more than two months; or (*b*) the husband has deserted her, or been guilty of persistent cruelty to her, or wilful neglect to provide reasonable maintenance for her or her infant children whom he is legally liable to maintain, and by such cruelty or neglect has caused her to leave and live separately and apart from him. Where the husband has been convicted upon indictment of an assault the wife is entitled to apply for separation to the Court convicting him, although it is not a magistrates' court.

The magistrates, when making an order under the Act, may include therein all or any of the following provisions, viz.:—(*a*) A provision that the applicant be no longer bound to cohabit with her husband (which provision, while in force, has the effect in all respects of a decree of judicial separation on the ground of cruelty); (*b*) a provision that the legal custody of any children of the marriage between the applicant and her husband, while under the age of sixteen years, be committed to the applicant; (*c*) a provision that the husband pay to the applicant personally, or for her use, to any officer of the Court or third person on her behalf, such weekly sum, *not exceeding £2*, as the Court, having regard to the means both of the husband and wife, considers reasonable; (*d*) a provision for payment by the applicant or the husband, or both of them, of the costs of the Court and such reasonable costs of either of the parties as the Court may think fit.

There is, however, an important limitation of the power of the Court.

It cannot make an order if it is proved that the wife who makes the application has committed an act of adultery, provided the husband has not condoned or connived at, or by his wilful neglect or misconduct conduced to the adultery. Upon application the Court has power at any time to alter, vary, or discharge its order, so long as it does not increase the amount of any weekly payment to more than £2. And the Court may refuse to make an order if it is of opinion that the matters in question between the parties would be more conveniently dealt with by the High Court. *See* HUSBAND AND WIFE.

SUNDAY is a *dies non* so far as regards civil legal proceedings, the making and completion of contracts, and the meetings of public bodies. No processes of law, such as a writ of summons, can be served on a Sunday; nor can any one be arrested in a civil proceeding on that day. The law of England has always been very careful that Sunday should be kept religiously and not be profaned, and to this day the statute book bears witness to that care.

By a statute of Henry VI. no fair or market may be held on the principal festivals, Good Friday, or any Sunday (except the four Sundays in harvest), on pain of forfeiting the goods exposed to sale. And by an Act of 1627 no persons shall assemble out of their own parishes for any sport whatsoever upon this day; nor in their parishes shall use any bull or bear-baiting, interludes, plays, or other unlawful exercises, or pastimes, on pain that every offender pays 3s. 4d. to the poor. This statute does not prohibit, but it is said rather impliedly allows, any innocent recreation or amusement within their respective parishes, even on Sunday, after divine service is over. It is practically obsolete, however, for the courts refused to enforce it in 1897. By an Act of 1629 no carrier with any horse, nor carmen with their respective carriages, nor drovers with any cattle, may travel on Sunday, on pain of 20s. And if any butcher shall kill or sell any food on that day he forfeits 6s. 8d. By the well-known Act of 1677 (29 Car. 2, c. 7) no person is allowed to do any worldly labour on the Lord's Day (except works of necessity and charity), or to use any boat or barge, or expose any goods to sale, except meat in public-houses, and milk before nine in the morning and after four in the afternoon, on forfeiture of 5s. The goods exposed to sale on a Sunday may be forfeited on conviction before a justice of the peace, who may order the penalties and forfeitures to be levied by distress, and may allow one-third to the informer; but this is not to extend to dressing meat in families, inns, cook-shops, or victualling-houses. By an Act of George IV. so much of the 29 Car. 2. c. 7 as prevents travelling by water on a Sunday is repealed. Mackerel may be sold on Sundays before and after divine service (10 & 11 Will. III. c. 24). By an Act of George III., and subject to the exception set out in the article on BREAD, a baker will incur a penalty of 10s. if he carries on his business as a baker on a Sunday other than selling bread between 9 A.M. and 1 P.M., and within the same time baking meat, puddings and pies for those who carry or send the same to be baked.

By an Act of 1781 it is enacted that any house or place opened for public entertainment, or for publicly debating on any subject upon the Lord's Day, and to which persons shall be admitted by money or tickets sold, shall be deemed a disorderly house. And the keeper (or person acting as such) shall forfeit £200 and be punished as in the case of keeping a disorderly house.

And the person managing, or being concerned in the management of, such entertainment, or acting as president, &c., of any public debate, shall forfeit £100. And every servant receiving money or tickets from the persons coming, or delivering out tickets of admission, shall forfeit £50. And every person advertising, or printing an advertisement of such meeting, shall also forfeit £50. Actions to be brought within six months. The provisions of this Act are now evaded by the promoters of the entertainment allowing free admission of the public to the premises, but charging for the seats. Some cases on the Act are: *Baxter* v. *Langley*; *Terry* v. *Brighton Aquarium Co.*; and *Warner* v. *Brighton Aquarium Co.*

Other connections in which the laws relating to the observance of Sunday have a practical importance are noticed in the articles on BILLIARDS; FACTORY; LICENSING.

It has been decided that an action will not lie on a contract entered into on a Sunday, though entered into by an agent, and though the objection was taken by the party at whose request the contract was made. But in a subsequent case the price of goods bought on a Sunday was held to be recoverable, the defendant having kept them and subsequently promised to pay for them. The hiring of a labourer by a farmer on Sunday was held not to be prohibited by 29 Car. 2 c. 7, sec. 5. The statute only applies to labour, business, or work done in the exercise of a man's ordinary calling where the man is a tradesman, workman, labourer, or other person whatsoever of the same class (*Reg* v. *Silvester*). A horsedealer cannot maintain an action on a warranty of a horse made on a Sunday; but the statute is not violated by a person who makes a bargain for a horse with a horsedealer on a Sunday not knowing he is a horsedealer, for the dealer is only exercising his ordinary calling.

SURVEYOR is a person who professes skill in measuring and valuing land and building work. Surveyors of standing are now associated in a society called the Surveyors' Institute. They either practise their profession to the exclusion of any other occupation, or in connection with that of an architect on the one hand or of an auctioneer and valuer on the other. The professional knowledge of an architect should comprise that of a surveyor, even though in fact he may confine his attention more particularly to the practice of architecture. And so an auctioneer and valuer, in order to successfully and usefully conduct a practice concerned with real property, should be a practical qualified surveyor. A surveyor who makes a speciality of taking out the quantities of plans, drawings, and specifications prepared by architects is known as a "quantity surveyor." There is no law specially applicable to surveyors, unless perhaps it is that the law does not hold that they warrant the correctness of their quantities or of the calculations connected therewith. And this is so even though it is the duty of a surveyor, generally speaking, to do his work accurately. But if he fails to use ordinary professional care and skill, and his work is in consequence incorrect, he is responsible to the person who has employed him for any loss resulting from such neglect. In the absence of fraud he is not responsible to persons to whom he stands in no contractual relationship. Thus if a proposing mortgagee employs a surveyor to advise him as to the sufficiency as a security of the property intended to be mortgaged, and subsequently becomes mortgagee upon the advice of the surveyor, the latter, if he has acted negligently, will be liable to

the mortgagee in case it should turn out that the property was incorrectly valued and the mortgagee had suffered damage in consequence. But if a mortgagee of property just built, or in the course of building, makes his advances upon the strength of certificates given to the builder by a surveyor who was not appointed by the mortgagee, then (*Le Lievre and Dennes* v. *Gould*) if the mortgagee suffers damage in consequence of the surveyor's certificates containing (negligently, but without fraud) untrue statements as to the progress of the buildings, the mortgagee cannot maintain an action against the surveyor. *See* ARCHITECT; BUILDER.

SWEATING. *See* APPENDIX II.

T

TABLE A.—In the first schedule to the Companies Act, 1908, there is set out a table of model regulations of a company incorporated under that Act. It deals with the shares, capital, meetings, members, directors, dividends, accounts and audit of a company, and, in the case of a company limited by shares, "if the memorandum of association is not accompanied by articles of association, or in so far as the articles do not exclude or modify the regulations contained in the table . . . , the last-mentioned regulations shall, so far as the same are applicable, be deemed to be the regulations of the company in the same manner and to the same extent as if they had been inserted in articles of association, and the articles had been duly registered." *See* ARTICLES OF ASSOCIATION.

TALLY TRADE.—The system of dealing by which traders furnish goods on credit to their customers, the latter agreeing to pay the stipulated price by certain weekly, monthly, or other periodical payments. This system, in its earlier phase, was mainly confined to dealings between traders who supplied only the cheapest class of the necessaries of life, such as blankets and clothes, and the poorer classes of wage-earners who found it a struggle to obtain these goods, if, in order to obtain them, it was necessary to first accumulate even the most trifling amount of "capital." M'Culloch, in his *Dictionary of Commerce*, gives an interesting account of that class of tally trade—probably the only class that existed at the time he wrote, and straightly denounces it as an "obnoxious trade." From some points of view his denunciation was probably justified, but on the whole the system may undoubtedly be regarded as beneficial to a certain class of the community. Whilst recognising the evil which may result to the working classes as a consequence of their habit of comparatively extensive dealing on credit, it must not be forgotten that their wages, when earned, are generally hardly sufficient for their subsistence, that they have to give some credit to their employers for payment of their wages, and that constant employment is the exception rather than the rule. They must at some time or other, under present economic conditions, have recourse to credit. To make such credit transactions illegal and void, as is extensively advocated, would undoubtedly operate very hardly upon the class it is intended to benefit, and would probably dislocate, to some extent, its relations with the employers. Whatever evil there is in the system, and whatever injustice it does to individuals, can be adequately dealt with by the law, as it has stood since the abolition of imprisonment for debt, through the medium of the procedure of the County Court. The powers of the judges

and registrars in respect of small debts is so extensive as to enable them effectually to penalise unscrupulous creditors and to protect oppressed debtors. M'Culloch, writing more than half a century ago, suggested that this trade is "rather on the wane." As a matter of fact, not only has the lower class of the tally trade continued to flourish, but the system has developed to such an extent that at the present day it is applied to dealings in practically every class of commodity by every class of the community. This development is largely the result of the modern extension of the newspaper press as an advertising medium; the rapid and cheap methods of present-day carriage of goods, especially by means of the parcel post; and the facilities now offered by the post-office and by the banks for forwarding money, in small amounts, from one part of the country to another. The Scotch "traveller" from door to door is no longer the only tally-man; the great advertising dealer through the post, and even many of the important and old-established manufacturers, merchants, and retailers are now competing with him in the effort to sell to the public on the "instalment plan." The operation of this plan is often bound up with the HIRE-PURCHASE SYSTEM, but just as frequently the goods are sold without the addition of any such security.

TARIFF.—A word denoting a list or schedule of tolls, dues, prices, or duties of any kind, but most usually applied to the schedule of such customs duties as are imposed by a government upon the imports and exports of its country. The term is also applied to the duties themselves. To speak, therefore, of the tariff, or tariff regulations of a country, is to refer to the principle or system it adopts with regard to the imposition of its customs duties. Wherever the fiscal policy of a country is based upon the principle of PROTECTION, as distinguished from free trade, there will be seen in operation a more or less comprehensive and complicated tariff system. The United Kingdom standing, as it does, practically alone amongst the commercial countries of the world in a rigid adherence to free-trade principles, it follows that its tariff is not only remarkable for its lack of comprehension and complication, but also for its almost unique character in that respect. A glance at the article on the CUSTOMS, and at the schedule of duties set out therein, shows at once that, at the present time, the United Kingdom has practically no tariff at all. Even the few articles that do find a place in the schedule are there, except as regards some of comparative insignificance, as the subjects of duties for the purposes of revenue only, and not of protection. But no one can foretell how long this state of things will last, especially in view of the determined efforts now being made to create a preferential tariff in favour of the British colonies. At any rate it is certain that if those efforts result in nothing more than mere agitation and discussion, there is a sufficient justification for a notice here of some of the more important modern tariff systems of the world.

These systems may be classed under three heads: 1. The general tariff system. 2. The general and conventional tariff system. 3. The maximum and minimum tariff system.

General tariffs.—Of the three systems mentioned the first is the simplest. The United Kingdom adopts the general tariff. But until lately it has been in use in the United States since the first Tariff Act of 1789, framed under the influence of Hamilton, who, in his famous *Report on Manufactures*, laid the basis of the later protectionism. The rates were then, however, so low

as to act chiefly as revenue duties, but they have been increased by degrees. At the present day the rates stand at a height which marks a policy of high protection. The principles of the United States' late "general" tariff legislation, which, during more than a century, culminated in a fiscal system so opposed to the British system, are well stated in the form of a series of propositions by Professor Bastable:—

(1) Native industries are entitled to reasonable protection against foreign competition. (2) A customs tariff is the most convenient mode of raising revenue, and preferable to internal taxation. (3) Unmanufactured articles of general consumption—tea, coffee, sugar, &c.—should be either admitted free or very lightly taxed. (4) Raw materials may fairly be taxed, the native manufacturer who works them up being compensated by an additional import duty on his product. (5) Imported manufactured articles are peculiarly fit subjects for high taxation, since the foreign producer suffers by the duties which help to encourage home industry. (6) The scale of duties has to be determined, not simply with reference to the revenue required, but, too, with consideration of the protection needed by the several industries. (7) As a consequence, the tariff can be neither uniform nor simple; it must include numerous articles yielding little or no revenue, and it must attempt to discriminate between commodities that closely resemble each other.—*The Commerce of Nations.*

The system of a general tariff consists in having a single schedule of import duties, which, according to a statement in an excursus on the subject in an issue of the United States official *Summary of Commerce and Finance*, is "applied to the goods of all countries without distinction. . . . It takes account only of the needs of the home country, and recognises foreign commercial relations only in so far as the latter are in harmony with home interests." There is, however, no doubt that the present Payne Tariff of 1909 of the United States is not so built up and applied. Nor was the old general tariff. Referring to that tariff Professor Bastable said: "To say that the United States' system of duties is always the outcome of compromise would be nearer the truth. Every Tariff Act has turned on the struggles of sectional or industrial interests; the South against New England and the West in the earlier periods; after the war the claims of the various large industries. The final result is a mixture of conflicting aims that seriously detracts from the effective working of the measure. Writers of opposite opinions on the question of the best commercial policy are agreed on the existence of this evil. 'The history of tariff-making,' says Mr. Bolles, 'is not particularly honourable in all its details to any party or interest; it has too often partaken of a personal fight by manufacturers against the public and each other.' This feature of American tariffs is so obvious that it deserves to be stated as a part of their history rather than as a criticism." And it is certainly obvious, upon a consideration of the various classes of commodities subjected to the duties, that though the tariff was expressed in general terms yet it must often have necessarily affected some country in particular; and it was commonly understood in the United States that certain provisions of the tariff laws were framed with the avowed object of vexing some particular foreign country. When the lumber tariff, for example, provided for an increased duty on imports from "any country or dependency" in which a duty on the export is imposed, it was as well understood that refer-

named. Similarly when the sugar tariff put increased duties on imports from countries allowing in any form a bounty on the export, no one failed to see that Germany was intended. Now, however, the United States Tariff is maximum and minimum.

A general tariff that imposes numerous high protective duties is always difficult to maintain. The reason for this is that foreign countries endeavour to make with each other commercial treaties to guarantee tariff concessions mutually, while the state using the general tariff cannot make such treaties and is not in a position to secure a share of those advantages. Denmark is the one European country that most consistently preserves its general tariff. Then come Holland and Belgium, which adhere very closely to the free trade policy of the United Kingdom. In those countries the practice is to place in the general tariff, for the advantage of all, any tariff concessions which they may have granted to any country in particular. Roumania, though its tariff is higher, adopts the same practice. And so does Portugal.

General and conventional tariffs.—It has been seen that the general tariff is the simplest system. And it may also be said to be the normal—a single schedule of duties for all countries. But the relationships between the various commercial states are now so diverse in their natures and interests that a state must, of necessity, prefer or penalise some one or more of those with which it trades, unless its fiscal policy rests immutable on the foundation of free trade and its tariff is influenced by no other needs than that of its public revenues. Preference and penalty are, however, the rule. And no country, saving exceptional cases, such as the United States and Belgium, can raise or lower its duties against all countries in respect of some particular commodity merely to prefer or penalise a particular country without complicating its tariff. The result, following a suggestion of convenience, is that the tariff should contain a double column, in each of which a different duty is placed against the same goods. In the first column the rate is lower than in the second. In the first column appear the rates at which the goods of the preferred or favoured country are dealt with in respect of duties, such a country being known as a MOST FAVOURED NATION (*q.v.*). Admission to the benefit of the first column is obtained by treaty or convention—thus the term "conventional"; the treaty being either one concluded directly between the two nations concerned, or one which, by the operation of the most favoured nation clause, effects the same result though the country obtaining the benefit is not actually a party to it. In settling such a tariff the second column, containing the general tariff, is assumed to be the reasonable and ordinary rate, and is taken as the basis for negotiations for admission to the preference and for the amount of the preferential rate. The conventional tariff is therefore, in theory, a preferential modification of the ordinary rate. In practice, however, the general tariff is fixed at a higher figure than is strictly reasonable, for its object is a double one—to attract countries, as candidates for admission to the preference, who can grant a reciprocal preference, and to prevent, by penalising, the defection of countries already admitted to the preference. How high that penalising figure shall be placed is often a difficult question of commercial policy—one that can only be determined by the needs of the home producers. It would defeat its own object if it were so high that, on the occasion of an unforeseen rupture with a favoured nation, the latter were prevented importing some

needed commodity of general importance. As a result of the great number of treaties now subsisting between all the prominent commercial states the conventional tariff of a country which has adopted the general and conventional system applies practically to all other countries of any importance. A country in this conventional ring must continue to treat all the other countries in the ring as most favoured nations, for if it should fail to do this in respect of any particular country it will at once, automatically, fall within the scope of the general tariff of the latter country. This may be but the commencement of a tariff war between the two countries, each endeavouring to force the submission of the other by a system of retaliatory sur-taxes and increases of duties.

Germany is the typical representative of the countries that have adopted this general and conventional system. Only Portugal and some small non-European countries are subject, as a rule, to the general tariff of Germany, though, recently, Canada was resigned thereto from its former place as a favoured nation. To explain this circumstance it is necessary to remember that in the British self-governing colonies, where the tariff is generally fixed by the colony itself and not by the Imperial Government, no trade preferences for the mother country had been given until Canada, in 1898, allowed to the products of the United Kingdom and certain of the British colonies a rebate of 25 per cent. in the tariff rates; and this was followed, in 1900, by an increase of the rebate to 33⅓ per cent. In 1897, with a view to this British preference, the United Kingdom denounced the Anglo-German Commercial Treaty of 1865 (and a like Anglo-Belgian treaty), on the ground that it expressly stipulated, in effect, that for the purposes of most favoured nation treatment, the British colonies should be on the same footing as independent foreign states. Stipulations to this effect are entirely unusual in commercial treaties. Therefore the United Kingdom denounced the Anglo-German treaty as soon as it became evident that it operated as a barrier against the internal fiscal arrangements of the British Empire, and was thus inconsistent with the close ties of commercial intercourse which subsist and should be consolidated between the mother country and the colonies. Since then negotiations proceeded between Great Britain and Germany with a view to the conclusion of a most favoured nation treaty between Germany and Great Britain, which, whilst containing a clause providing for the facultative adhesion of the British self-governing colonies, should leave this country and her colonies at liberty to make such arrangements as might be considered desirable in respect of their mutual trade. Meanwhile, in the absence of treaty, Great Britain and all her colonies would have been relegated to the German general tariff. That such a state of affairs should result was obviously impossible. Accordingly, pending the termination of the negotiations, a temporary arrangement was conceded by Germany. In pursuance of this arrangement the German Empire granted, until further notice, "all the advantages which are granted by the German Empire to the subjects and products of the most favoured nation" to "the United Kingdom of Great Britain and Ireland, as also to those of the British colonies and possessions, with the exception of Canada." The latter colony, thus excluded from the conventional tariff of Germany, "retaliated," in April 1903, by customs legislation to the effect that when any foreign country treated imports from Canada on less favourable terms than imports from other countries, a surtax amounting to one-third of the duty according to the general tariff might be imposed. This legislation was general in its terms, and applicable to the goods of any country which might treat Canadian products unfavourably. It has, however, been neces-

sarily applied in the case of Germany.' Now, Canada is not the only British colony preferring its mother country.

Maximum and minimum tariff.—The maximum and minimum tariff, or "multiple" tariff system, has two rates on most articles on which duties are imposed, and for this reason is frequently called the "double tariff system." In the application of these rates the maximum schedule corresponds to the general schedule, and the minimum schedule to the conventional schedule of the system just described, since the minimum rates are given only to those countries which receive the most favoured nation treatment. The characteristic difference between the two systems, however, arises from the difference in their origin. The minimum schedule is not drawn up by negotiations between the executives of negotiating countries, but is framed by the home legislative body at the same time that the maximum schedule is made. That is, the legislative power fixes two rates of duty on each article in the tariff. If it is desired to make commercial treaties at any time, these two rates show the exact limits between which the treaty rates are to be fixed. Treaties, however, are not necessary for admission to the minimum rate, as they are, in general, for admission to the lower rate of the general and conventional system. The home legislature can admit by law, decree, convention or other arrangement. The countries at present using a maximum and minimum tariff system are France, Russia, Spain, Brazil, Greece, Norway, and the United States. In the latter country there is one schedule of duties, in addition to the free-list, the President, in the case of discrimination against the United States, having power to charge 25 per cent. above the schedules as a maximum tariff. The minimum tariff went into operation in August 1909, while the maximum comes into force "after March 31, 1910." Ninety days' notice, by proclamation, will be given to a country against which the maximum tariff will be enforced. The present United States tariff is known as the Payne Tariff, 1909. *See* TREATIES; ZOLLVEREIN.

TAXATION of costs.—The process by which an official of the Court, known as a taxing master, settles the amount of the bill of costs of a solicitor. Taxations may take place as a matter of course in respect of costs in an action. And where a client is dissatisfied with the amount of the costs charged against him by his solicitor, he may, subject to certain rules, obtain from the Court an order for the taxation of the bill. The master will then go through the bill and allow, disallow, or modify each item therein according as he considers right under the circumstances of the particular case. The charges of accountants, auctioneers, and other persons may also be taxed in some cases, as where, for example, they have been incurred in respect of a bankruptcy or winding-up. *See* BILL OF COSTS; SOLICITOR.

TEA is subject to a CUSTOMS duty. There is a prohibition against the importation, except for the purpose of transit or exportation, of any extract or essence of tea. From the legal point of view tea is of interest only with regard to its adulteration. It comes not only within the scope of the Sale of Food and Drugs Acts, but is also the subject of special provision against its adulteration contained in a series of statutes of the reigns of George I. to III. But these older statutes were enacted not so much in the interest of the public health as of the revenue. It is an essential prohibition of the modern Acts against adulteration that no person shall sell as unadulterated any article of food or drink which is, in fact, adulterated. Should he do so he incurs a

penalty. Wherefore a retailer was fined, in *Roberts* v. *Egerton*, because he sold tea as green tea which had been painted or faced with gypsum and Prussian blue in China for the purpose of colouring it; and it was no defence that such tea was known in the trade generally as green tea. Every imported consignment of tea is examined by the customs authorities under the power conferred by section 30 of the Food and Drugs Act, 1875. That section empowers the authorities to take samples and submit them to analysis; and if, upon analysis, the consignment is found to be mixed with other substances or to be exhausted, it will not be delivered unless with the sanction of the Commissioners of Customs; and if the analyst considers it to be unfit for human food, it will be forfeited and destroyed. "Exhausted tea" is that which has been deprived of its proper quality, strength, or virtue by steeping, infusion, decoction, or other means. Of the older statutes the 17 Geo. III. c. 29 may be noted:—

Every person, whether a dealer in or seller of tea, or not who shall dye or fabricate any sloe leaves, liquorice leaves, or the leaves of tea that have been used, or the leaves of the ash, elder, or other tree, shrub, or plant, in imitation of tea, or who shall mix or colour such leaves with terra Japonica, copperas, sugar, molasses, clay, logwood, or other ingredient, or who shall sell or expose to sale, or have in custody, any such adulterations in imitation of tea, shall for every pound forfeit, on conviction, by the oath of 1 witness, before 1 justice, £5; or on non-payment, be committed for not more than 12 nor less than 6 months. Any person having in possession any quantity exceeding 6 pounds of sloe, ash, or elder leaves, or the leaves of any other trees, plant, or shrub, green or manufactured, and shall not prove to the satisfaction of the justice hearing the matter that the same were gathered with the consent of the owner of the trees, &c., and that they were gathered for some other purpose than that of being fabricated in imitation of tea, shall forfeit £5 for every pound in his possession, or, on non-payment, be committed to prison. If an officer of excise, or other person, make oath that he suspects herbs dyed, or otherwise prepared in imitation of tea, are hid or lodged in any place, a justice may issue a warrant for seizing the same by day or night (in the night in presence of a constable), together with all waggons, tubs, and packages in which they may be contained; the herbs may be directed to be burnt, and the waggons, &c. sold. Obstructing such seizure subjects the offender to a penalty of £50, or not less than 6 nor more than 12 months' imprisonment. Herbs not to be burnt, if owner can prove, within 24 hours, that they were gathered with consent of proprietor of trees, plants, or shrubs, and that they were not intended to be fabricated in imitation of tea. Occupier of premises where herbs are found, liable to the penalties, unless he can prove they were lodged without his consent.

TELEGRAPHS.—A written or printed message or communication delivered at a post-office for the purpose of being transmitted as a postal telegraph, and every transcript thereof, is deemed to be a post letter within the meaning of the Post-Office Offences Act, 1837; but an officer of the post-office is not relieved from any liability which would have attached to a private telegraph company to produce such a message or communication in a court of law, for the purposes of evidence, when duly required so to do. No employee of a telegraph company may wilfully or negligently omit or delay to transmit or deliver a message, or improperly divulge to any person the purport of a message. To do so is to incur a heavy punishment. And no post-office employee, also under pain of heavy punishment, may disclose, or in any

way make known, or intercept a telegraphic message; nor may he forge or wrongfully alter a message. Licenses may now be obtained to instal and maintain wireless telegraph stations.

TELEPHONE.—The usual agreement between a telephone company and the user of a telephone creates the relationship of landlord and tenant between the company and the tenant. Therefore the acceptance of rent for a day beyond that upon which a notice to terminate the contract expired was held to act as a waiver by the company of that notice, and the court accordingly granted an injunction restraining the company from interfering with the wires and apparatus (*Keith, Prowse & Co.* v. *National Telephone Co.*). An ordinary telephone company has a right, as against a local authority, to carry its wires across the streets so long as they are placed at such a height as to cause no appreciable danger to the public or traffic in the street (*Wandsworth District Board* v. *United Telephone Co.*).

TENANTS IN COMMON are such as hold an undivided property, with a unity of possession, by several and distinct titles. Tenants in common should be distinguished from JOINT TENANTS, for they properly take their common ownership by distinct parts, and have no entirety of interest; and therefore there is no survivorship between tenants in common. A tenant in common may devise by will, or assign, alienate, charge, or mortgage during his life, his undivided part in the common property; and he may do this in the same manner as if he were solely possessed of the whole property.

TENDER.—An offer to deliver something, made in pursuance of some contract or obligation, under such circumstances as to require no further act from the party making it to complete the transfer. "Legal tender" is money of the character which by law a debtor may require his creditor to receive in payment, in the absence of any agreement in the contract or obligation itself. What money is a legal tender is stated in the article on COINAGE; but to that statement it should be added that a tender of a note or notes of the Bank of England is, except in the case of a tender by the bank itself, a legal tender to the amount expressed in the note or notes, for all sums above £5, so long as the bank continues to pay its notes, on demand, in legal coin (3 & 4 Will. IV. c. 98, s. 6). Though, strictly speaking, a legal tender must either be in certain current coin or Bank of England notes, yet a tender of a country bank-note or bill, or of a draft or cheque on a banker, or in some other manner not strictly constituting a legal tender, if not objected to by the creditor on that account, or if objected to by him on some other account, will be sufficient (*Wright* v. *Reed; Lockyer* v. *Jones; Jones* v. *Arthur*).

By and to whom.—A tender must be made on behalf of the person who owes the money. But, on the authority of the following case, it would seem that the agent of the debtor may exceed his instructions if he does so at his own risk. The agent of a debtor tendered the whole sum demanded by the creditor, by pulling out his pocket-book, and offering, if he would go into a neighbouring public-house, to pay it, which the creditor refused to take; the tender was held to be good, although the agent was only authorised by the debtor to tender a sum short of the whole sum demanded, and offered the rest at his own risk (*Read* v. *Gouldring*). A tender to an authorised agent is a tender to his principal (*Goodland* v. *Blewith*). So a tender to a managing clerk is good though he should have received orders not to accept it (*Moffat* v. *Parsons*). And if a solicitor sends a letter demanding payment,

and the debtor makes a tender to him, that is a good tender unless the solicitor disclaims his authority at the time; and if the solicitor is absent, he is bound by the acts of those whom he allows to represent him at his office (*Wilmot* v. *Smith*). But it has been held that a tender made to the managing clerk of the creditor's solicitor, who at the time disclaims authority from his master to receive the debt, is insufficient (*Bingham* v. *Allport*); though, in the subsequent case of *Finch* v. *Boning*, there was a difference of opinion by the Court as to whether a tender of a compounded debt due to a solicitor was good when made to a clerk in the office who said that the solicitor was out and that he, the clerk, had "no instructions." As a general rule, however, where a person demands payment of money at his office, such demand amounts to a special authority for his clerk there to receive it; therefore, in his absence, a tender to the clerk is a good tender, although he states that he is not authorised to receive the money (*Kirton* v. *Braithwaite*). A tender to one of several joint creditors is a tender to all. Thus, if A., B., and C. have a joint demand on D., and D. offers A. to pay him the debt, which A. refuses, without objecting to the form of the tender on account of his being only entitled to the joint demand, D. may plead this tender in defence to an action for the joint demand, it being, strictly speaking, a tender to A., B., and C. jointly (*Douglas* v. *Patrick*). And if A. is indebted to several persons in different sums of money, and when they are all assembled together tenders them one gross sum sufficient to satisfy all their demands, which they refuse to receive, insisting on more being due, this is a good tender (*Black* v. *Smith*). But where a party has separate demands for unequal sums against several persons, an offer of one sum for the debts of all will not amount to a tender in respect of the debt of one (*Strong* v. *Harvey*).

In what actions allowed.—A tender is of no legal value, as a general rule, as a defence to actions for unliquidated damages (*Davys* v. *Richardson*; *Dearle* v. *Barrett*). But there are a number of statutes which authorise a tender of amends, where otherwise it would not have been allowable, as in actions against PUBLIC AUTHORITIES and EXCISE and CUSTOMS officers.

Production of money.—To make a legal tender there must either be an actual offer of the money produced, or the production of it must be dispensed with by the express declaration or an equivalent act of the creditor (*Thomas* v. *Evans*). It is not sufficient for the money to be out of sight in some receptacle beyond the creditor's control (*Glascott* v. *Day*; *Huxham* v. *Smith*), or even in the debtor's pocket, and the creditor leaves the room before it can be produced, although the debtor has announced his intention of producing it (*Leatherdale* v. *Sweepstone*); or to write a letter merely stating that the writer "now tenders" (*Powney* v. *Blomberg*). The tender of a larger sum than that claimed, together with a request for change, is not a good tender; but it would be if it was intended that the creditor should receive the larger sum (*Robinson* v. *Jones*; *Dean* v. *James*). And so it is not a good tender of a fractional sum for the debtor to offer the creditor a bank-note to a larger amount, and to desire him to take out of that the sum to be paid (*Betterbee* v. *Davis*). But if the creditor insists on more being due, it is not necessary to produce the money tendered (*Black* v. *Smith*; *Dickinson* v. *Shee*). It has been held in *Alexander* v. *Brown* that where a person offers a sum of money, by way of tender, and states the precise sum he so offers, which he

holds in his hand, it is a sufficient tender, although it is twisted up in bank-notes and not shown to the party.

Production can, of course, be waived or dispensed with by the creditor. He may create the waiver expressly as by saying to the debtor, "You need not make a tender to me, as I will not accept it" (*Wallis* v. *Glynn*); or by informing the debtor, who has offered to pay, that it is no use and is too late, and that the debtor must see the creditor's solicitor (*Danks, ex parte*); or by telling the debtor, who is offering a less sum than that claimed, that it is useless to tender that less sum as it will be refused (*The Norway*).

Must be unconditional.—A tender to be good must not be clogged with a condition (*Jennings* v. *Major*), so that if a creditor takes a conditional tender he is entitled to sue the debtor for the balance (*Mitchell* v. *King*; *Greenwood* v. *Sutcliffe*). It has been held to be a condition vitiating a tender for the debtor to offer to pay the money provided the creditor gives him a stamped receipt (*Laing* v. *Meader*); but the mere accompaniment of the tender with a request for a receipt will not invalidate it (*Jones* v. *Arthur*). Though, clearly, it is a conditional, and therefore an invalid tender, for the debtor to refuse to pay the money unless the person to whom it is tendered will give him a receipt in full of all demands (*Griffith* v. *Hodges*; *Glascott* v. *Day*); or for the debtor, at the time of making the tender, to require the creditor to sign a receipt stating that the sum tendered is the sum due (*Higham* v. *Baddeley*). And as it renders the tender invalid to make it subject to a condition for a written discharge, so does it for the debtor to state to the creditor at the time the offer is made that the sum offered is to be accepted as a settlement, or as the whole sum or balance due, when the claim is for a larger amount (*Cheminant* v. *Thornton*; *Strong* v. *Harvey*; *Gordon* v. *Cox*; *Evans* v. *Judkins*; *Mitchell* v. *King*; *Peacock* v. *Dickerson*). The reason for the tender being invalid in such cases as those just mentioned is because the creditor, if he accepted it, could be said to have admitted that no more than the sum tendered was actually due to him from the debtor (*Henwood* v. *Oliver*). A statement, accompanying a tender, that "it is more than is due, but the creditor might take it all," would not invalidate the tender (*Thorpe* v. *Burgess*), nor would its acceptance by the creditor preclude him from taking legal proceedings for the recovery of the balance. In fine, a good tender cannot be made in terms which, by taking the money, would cause the other party to make an admission (*Hastings* v. *Thorley*).

Under protest.—To offer to pay, under protest, the sum claimed, is a good tender (*Scott* v. *Uxbridge*), even though the debtor reserves the right to dispute the amount due, provided he does not impose any conditions on the creditor (*Greenwood* v. *Sutcliffe*). The words "under protest" merely import that the debtor does not acquiesce in the demand of the creditor, and that he does not mean to preclude himself from recovering the money back again if he can (*Manning* v. *Lunn*).

Effect of tender.—Tender before action is a good defence to an action to recover a debt, but when pleading it the defendant must pay into Court the sum he alleges to have been tendered. If the defence of tender is admitted, and the plaintiff accepts the money, it is the defendant who has succeeded (*Griffiths* v. *Ystradyfodwg*). Upon admitting the tender the plaintiff should take the money out of court.

TENEMENT FACTORY.—This expression is defined by the Factory Act, 1901, as "a factory where mechanical power is supplied to different parts of the same building occupied by different persons for the purpose of any manufacturing process or handicraft, in such manner that those parts constitute in law separate factories; and, for the purpose of the provisions of this Act with respect to tenement factories, all buildings situate within the same close or curtilage shall be treated as one building." Certain statutory regulations with regard to grinding cutlery in a tenement factory are referred to in the article on HARDWARE AND CUTLERY. Here will be noticed the *duties of the owner of a tenement factory.* Whether he is or is not one of the occupiers he is liable, instead of the occupier, for the observance of certain provisions of the Factory Act, and if he should fail to observe any of those provisions he renders himself liable to punishment. The provisions referred to relate to—(i.) the cleanliness, freedom from effluvia, overcrowding and ventilation of factories, contained in Section I. of the Factory Act, including, so far as they relate to any engine-house, passage, or staircase, or to any room which is let to more than one tenant, the provisions with respect to limewashing and washing of the interior of a factory; (ii.) the fencing of machinery, and penal compensation for neglect to fence machinery in a factory, except so far as relates to such parts of the machinery as are supplied by the owner; (iii.) the notices to be affixed in a factory with respect to the period of employment, times for meals and system of employment of children; (iv.) the prevention of the inhalation of dust, gas, vapour or other impurity, so far as that provision requires the supply of pipes or other contrivances necessary for working the fan or other means for that purpose; and (v.) the affixing of an abstract and notices in a factory. But any occupier may affix in his own tenement the notice with respect to the period of employment, times for meals and system of employment of children; and thereupon that notice, so far as regards persons employed by that occupier, has effect in substitution for the corresponding notice affixed by the owner. The provisions of the Act with respect to the power to make orders in the case of dangerous premises apply in the case of a tenement factory as if the owner were substituted for the occupier. A certificate of the fitness of a young person or child for employment in a tenement factory is valid for his similar employment in any part of the same tenement factory. *See* FACTORIES.

TERRITORIAL FORCE. *See* APPENDIX II.

THEATRE.—The chief statutory authority relating to theatres and stage plays is The Theatre Act, 1843, the term "theatre" meaning a house or other place of public resort for the performance of stage plays. Theatres can lawfully exist as such only when duly licensed, though to this there is the exception of the Covent Garden Opera House, which derives its privilege from letters patent. The Lord Chamberlain is the licensing authority for theatres in the cities of London and Westminster, and the boroughs of Finsbury and Marylebone, the Tower Hamlets, and Southwark, and in the boroughs of New Windsor and Brighton, and wherever the sovereign is residing for the time being. Elsewhere the licenses are granted by the local justices as delegates of the functions of the County Councils. The licensee must be the actual and responsible manager for the time being of the building which comprises the theatre, and where the business of the

theatre is carried on by a limited company this rule would still prevail, and the secretary, as such, would not be the proper person to hold the licence. The fee for the licence must not exceed the sum of five shillings for each calendar month during which the theatre is licensed to be kept open. Rules are settled by the justices for insuring order and decency, and for regulating the times during which the theatre is to be open; and, in order that these rules shall be duly observed, the manager, together with two sureties, must enter into a bond to secure payment of any penalties that may be incurred. Any one who keeps open a theatre, as above defined, without authority, by virtue of letters patent, or licence from the Lord Chamberlain or justices, incurs a penalty of £20 for every day during which the place is so open. It is illegal to use a part of a private house as a theatre, without a licence, if the persons who are admitted to the performances pay for the privilege, even though the payment is made to some charity, and is no personal benefit to the owner of the house (*Shelley* v. *Bethell*). But the Army Act expressly excepts from this prohibition any recreation room, managed or conducted under the authority of a Secretary of State or the Admiralty; such a place may be used for the public performance of stage plays without a licence. And another exemption to be noted is that introduced by the Theatres Act itself in favour of performances in booths or shows allowed by justices, or other persons having authority, in any lawful fair, feast, or customary meeting of the like kind. Merely because a performance is held in a temporary tent or booth, or in one used by strolling players, it does not follow that it comes within the latter exemption—the circumstances enumerated in the statutory exemption must have an existence. Not only is it unlawful to keep open a theatre without a licence, but it is equally so for any one, *for hire*, to act or present any part of a stage play in any place not a patent theatre or not duly licensed. The penalty for unlawful acting is less, however, than that imposed in respect of the former offence—it is £10 for every day on which the offence is committed. Actors and actresses who accept engagements at a private function should be careful not to receive a reward from any of the spectators, or otherwise they would be unlawfully acting for hire in an unlicensed place. But it would seem that they can lawfully accept "hire" from the host (*Tarling* v. *Fredericks*; *Fredericks* v. *Payne*). An actor is deemed, by the Theatres Act, to be acting for hire when money or other reward is taken or charged, directly or indirectly, or when the purchase of any article is made a condition for admission, and in every case where the play is performed in any place in which distilled or excisable liquor is sold. And to appreciate the scope of the above definition of a theatre it is important to grasp the meaning of the term "stage play." In the words of the Act it is stated to include "tragedy, farce, opera, burletta, interlude, melodrama, pantomime, or other entertainment of the stage"; but not to extend to the already referred to performances in booths. From this it is apparent that the sketches now such a leading feature on the music hall stage are absolutely illegal, and that both the proprietors of the halls and the actors are liable to heavy penalties. Indeed, the Lord Chamberlain, some few years ago, issued a notice intimating that the sketches then in course of representation at music halls were stage plays, and since then the sketches have developed considerably. A dialogue, that is to say, an acted conversation between two persons in different costumes

and characters, has even been held to come within the definition of a stage play (*Thorne* v. *Coulson*; *Dey* v. *Simpson*). Prosecutions under the Act must be commenced within six calendar months. Penalties may be recovered by action, and are applied first to the payment of the expenses of the prosecutor and the balance to the Crown. Intoxicants may be lawfully sold in a theatre upon obtaining an excise licence, and without a justice's licence; but the justices have power to make it a condition of granting the theatre licence that the licensee shall not apply for the excise licence (*R.* v. *Yorkshire West Riding County Council*; *Manchester Palace of Varieties* v. *Mayor of Manchester*). But, as to closing time, theatres are within the restrictions imposed by the Licensing Act, 1874, though not the like Act of 1892 (*Gallagher* v. *Rudd*). With regard to the employment of children and young persons on the stage, the provisions of the Dangerous Performances Acts, 1879–97, the Prevention of Cruelty to Children Act, 1894, and the Children's Act, 1908, apply.

TOBACCO.—From the earlier part of the reign of Charles I. until the breaking out of the civil war, the trade in tobacco was monopolised by the Crown, but in spite of prohibition the plant was largely cultivated in England by private speculators. At length, however, the growing consumption of tobacco having excited the attention of the government financiers, it was seen that, by imposing a duty on its importation, a considerable revenue might be raised; but that, were it allowed to be freely cultivated at home, it would be very difficult to collect a duty upon it. In 1643 a moderate duty was imposed on imported tobacco, and further home cultivation was sought to be restrained by the imposition of a much heavier duty on home-grown tobacco. But this scheme failed in its desired effect, for it was found that the cultivators of tobacco in England could, or did, easily evade the duty. The revenue derived from imported tobacco was thus necessarily prejudiced. Accordingly, in 1652, an Act was passed, subsequently confirmed by the Act 12 Charles II. c. 34, which prohibited the growth of tobacco in England and Ireland, and ordered the destruction of all tobacco plantations, the only exception to this prohibition being that contained in the proviso that the Act should extend "to the hindering of the planting of tobaccho in any phisicke garden of either university or in any other private garden for phisicke or surgery only soe as the quantity soe planted exceed not one halfe of one pole in any one place or garden." Within certain limits, therefore, tobacco may be planted in "phisicke" gardens. Some time after the above Act was passed, the legislature granted to Ireland the privilege of planting tobacco, but the net result of later legislation on the subject (until, in regard to Ireland and Scotland, the statutes of 7 Edward VII. c. 3 for Ireland, and 8 Edward VII. c. 10 for Scotland, which are referred to on the following page) is to prohibit, save in "phisicke" gardens as already mentioned, the cultivation of the plant in any part of the British Isles, including Jersey and Guernsey. The penalty imposed by the Act of Charles II. is "the forfeiture of all such tobacco or the value thereof & of the summe of forty shillings for every rodd or pole of ground soe planted, sett, or sowne as aforesaid, and soe proportionately for a greater or lesser quantity of ground." Tobacco planted contrary to the Act is, under the provisions of 1 & 2 Will. IV. c. 4, forfeited to the excise and customs authorities to whom is entrusted the execution of these provisions of the

law; and the later Act also imposes penalties upon persons who deal in the prohibited tobacco, or have in their possession more than one pound of it. Not only is it unlawful to plant in the most restricted sense of the word, but also to "set, improve, to grow, or cure, either in seed, plant, or otherwise."

By the statutes referred to above, it is now lawful to grow tobacco in Ireland and Scotland on land approved and under licence granted by the Inland Revenue authorities, and subject to compliance with the regulations of these authorities, and with the general law on the subject as set out in this article.

Adulteration.—It is doubtful if any commercial commodity is more genuine and less adulterated than tobacco. Much is said about the probable vegetable constituents of cheap tobacco and cigars, but so perfect is the superintendence of their importation and manufacture by the revenue authorities, in order to prevent evasion of duties, that the introduction of substitutes and adulterants is practically an impossibility. The amount of water that can lawfully be contained in tobacco completely prepared for sale and so held by a manufacturer or dealer is strictly limited by statute. Thus, by the Customs and Inland Revenue Act, 1887, as amended by the Finance Act, 1898, it is provided that:—

If any manufacturer of tobacco has in his custody or possession any tobacco (except tobacco which must undergo some process of treatment or manufacture before it is fit for sale), or if any dealer in or retailer of tobacco has in his custody or possession any tobacco, and such tobacco shall in either case on being dried at a temperature of 212° Fahr. be decreased in weight by more than 30 per cent., he will incur an excise penalty of £50 and the tobacco will be forfeited. Roll tobacco or cut tobacco in the custody or possession of a manufacturer of tobacco which is treated in the course of manufacture by baking, or hot-pressing, or stoving, is considered fit for sale when it has cooled after the treatment, and roll tobacco in such custody or possession, which is treated in the course of manufacture by pressing merely, is considered fit for sale immediately upon being put in press.

And foreign manufactured tobacco, unless it is cavendish or negrohead, cannot be lawfully imported if it contains, or has mixed with it, any material or ingredient prohibited to be used in the manufacture of tobacco in the United Kingdom. Tobacco introduced into this country in contravention of the foregoing prohibition will be forfeited; and the importer and any dealer concerned in the transaction incur a penalty of £100 or, at the option of the Commissioners of Customs, of a sum equal to treble the value of the tobacco. Permission may be obtained, however, to import "joggery," or tobacco mixed with molasses and opium, for the use of East Indians. Tobacco cut and compressed by mechanical or other means, and cavendish, negrohead, and sweetened tobacco are also prohibited to be imported except into a bonded warehouse. So also are other forms of tobacco referred to in the article on CONTRABAND. The subject of adulteration, as dealt with by the Tobacco Act, 1842, the Revenue Act, 1867, and the Customs and Inland Revenue Acts, 1878–79, will now be dealt with:—

Adulteration of tobacco, from the point of view of statutory prohibition, may be divided into four classes, viz.:—(*a*) adulteration by water; (*b*) adulteration by the introduction of any ingredient other than water or oil to flavour, or in spinning or rolling; and (*c*) adulteration with lime, magnesia, or alkaline salts.

(*a*) The restriction upon this form of adulteration is alluded to above.

(*b*) No manufacturer of tobacco shall, in manufacturing any tobacco, make use therewith of any other material, or any other liquid or substance, or matter or thing, than water, or water and salt, or alkaline salts only, or lime water in snuff, known as Welsh or Irish snuff. And every manufacturer who, in manufacturing any tobacco or snuff, makes use therewith of any other material, &c., than those just specified, will incur a penalty of £300. The term "salt" and the term "alkaline salts" mean and include only the carbonates, chlorides, and sulphates of potassium and sodium, and the carbonate of ammonium. A like penalty to the above is incurred by any manufacturer, dealer in, or retailer of tobacco who, personally or by another with his sufferance or permission, adds, mixes with, or puts into or amongst, any tobacco or snuff, manufactured, or manufacturing, any other material, &c., than those already specified. But the penalty is not incurred by merely scenting or flavouring snuffs, provided only the essential oils usually used for that purpose are used for the scent, and only essential oil is used for the flavour; nor by a manufacturer for using olive oil in making up spun or roll tobacco (*Tobacco Act*, 1842, ss. 1, 2; *Customs and Inland Revenue Act*, 1878, s. 25; *and Act* 1879, s. 27).

(*c*) If any person being a manufacturer of, dealer in, or retailer of tobacco or snuff, shall have in his custody or possession any snuff in which on examination thereof there shall be found to be any quantity of the oxides of calcium and magnesium, or of either of such oxides, exceeding by 1 per cent. the proportion of the quantity of such oxides contained in the tobacco or tobacco stalks or returns of tobacco from which such snuff shall have been manufactured, or shall be in course of manufacture, or if any such person shall have in his custody or possession any snuff, in which on examination thereof there shall be found any quantity of the said oxides, or of either of them, exceeding the proportion of 13 lbs. of such oxides in every 100 lbs. of such snuff, he incurs a fine of £200, and also the forfeiture of the snuff. Any sample of snuff, tobacco, or tobacco stalks or returns of tobacco examined in order to ascertain the quantity of the oxides must first be dried at a temperature of 212° Fahr. (*Revenue Act*, 1867, s. 19). If any person, being a manufacturer of, dealer in, or retailer of tobacco or snuff, shall have in his custody or possession, or shall sell or offer for sale, any snuff which, after having been dried at a temperature of 212° Fahr., shall be found to contain a percentage of more than 26 per cent. of the carbonates, chlorides and sulphates of potassium, sodium and ammonium, he will incur a penalty of £50, and also the forfeiture of the snuff. In calculating the percentage the salts of potassium and ammonium of every description naturally present in the tobacco will be included (*Customs and Inland Revenue Act*, 1878, s. 25).

Manufacture.—The manufacture of tobacco is carried on under the survey of officers of the excise, and the manufacturer is bound to conform to the special regulations contained in certain statutes. These regulations appear, as to manufacture in bonded stores, in the Manufactured Tobacco Act, 1863, and as to manufacture elsewhere in the Tobacco Acts, 1840–42–48. They are too lengthy for reproduction here, but a glance at some of the provisions of one of the statutes—that of 1842, for example, will afford some idea of their nature. In that statute a penalty of £100 is imposed upon any one who receives, sends out, or has in his possession any tobacco or snuff manufactured otherwise than with water; such tobacco and snuff is rendered liable to forfeiture; manufacturers are prohibited from having in their possession any sugar, honey, leaves other than tobacco, treacle, &c.; excise officers are empowered to take samples; no one, under pain of severe

penalties, may manufacture, or have in his possession, any leaves or other things to imitate or to be mixed with tobacco or snuff; tobacco stalks must not be removed in less quantities than fifty pounds, nor without a certificate; and no person is permitted to hawk about tobacco or snuff for sale, except as a licensed manufacturer of or dealer in or retailer of tobacco in his licensed premises, or in a bonded or customs warehouse. It is, however, important to notice particularly the statute 6 Geo. IV. c. 81, as amended by later statutes, including the Tobacco Act, 1840, in order to point out that a manufacturer of tobacco is bound to take out an excise licence before he can lawfully carry on business as such. This licence is regulated by the amount of his manufacture during the previous year, as follows:—

	£	s.	d.
Every manufacturer of tobacco or snuff, in respect of the quantity of leaf or unmanufactured tobacco, stalks, and returns of tobacco shown by the permits and the entries in the book required to be kept by him to have been brought in or received by him in the year previous to taking out the licence—if it has not exceeded 20,000 lbs. in weight	5	5	0
If it exceeded 20,000 lbs. and did not exceed 40,000 lbs.	10	10	0
„ 40,000 lbs. „ 60,000 lbs.	15	15	0
„ 60,000 lbs. „ 80,000 lbs.	21	0	0
„ 80,000 lbs. „ 100,000 lbs.	26	5	0
„ 100,000 lbs.	31	10	0
Every person who first becomes a manufacturer of tobacco or snuff, on taking out his licence, pays the sum of	5	5	0
He must also within ten days after 5th July next after taking out the licence, pay such further sum as with the said sum of £5, 5s. will amount to the duty hereinbefore mentioned, according to the quantity of tobacco and snuff work weighed for manufacture within the preceding year or period for which the licence was granted	5	5	0

From the above table it will be seen that a manufacturer is required to keep a certain book. In this must be kept returns of the tobacco he deals with. The tobacco when manufactured cannot be removed without a permit.

Sale.—In order to lawfully sell tobacco, whether by wholesale or retail, a trader must take out an excise licence in respect of some specified place, at an annual charge of 5s. 3d. If he is a publican the licence will expire at the same date as his liquor licence. Occasional licences are granted, and licence may also be obtained for such places as packet boats, tramcars, omnibuses, and railway carriages. The licence holder must always keep over the door of his premises an inscription stating that he holds such a licence, and on these premises the officers of excise have the right to enter. Penalties are incurred for selling tobacco to children, or without a licence, or for selling it as a hawker. But a traveller for a licence-holder is entitled to call upon members of the public to solicit orders.

TOKEN.—This term is applied to money, the value of which is less than the amount for which it is current. The English silver and bronze coins are examples of token money, for their face value is considerably higher than the value of the metal of which they are composed. For some centuries, until well into the early part of the last, it was a common practice for tradesmen to issue coin-like pieces, usually of copper, upon which it was announced that

the issuing party would redeem them on demand in certain specified amounts of silver. These tradesmen's tokens served the double purpose of remedying the general scarcity of money of small denomination, and of advertising the issuing house. But it is no longer lawful to issue them. Should any one do so he would incur a penalty under the Coinage Act, 1870. *See* COINAGE.

TORTS.—A "tort" is a private or civil wrong or injury—a wrong independent of contract, such as the breach of a legal duty. The word "torts" is used to describe that branch of the law which treats of the redress of injuries which are neither crimes nor arise from the breach of contracts. All acts or omissions of which the law takes cognizance may in general be classed under the three heads of contracts, torts, and crimes. Contracts include agreements and the injuries resulting from their breach; torts include injuries to individuals; and crimes injuries to the public or state. The remedy for a tort is generally an action for an injunction (where appropriate) and damages. This subject is dealt with in this work in various articles relating to particular species of torts, as ABATEMENT; ACCIDENT; AGENCY; DAMAGES; LIBEL; DECEIT; FRAUD; MALICIOUS PROSECUTION; MASTER AND SERVANT; NEGLIGENCE; NUISANCE.

TOWN PLANNING. *See* APPENDIX II.

TRADE has always been the subject of the most careful regard by the English law, this regard being evidenced as well by the actions of the earlier sovereigns and the activities of the mediæval gilds and municipalities as by the legislation effected in the later period of more representative government. Broadly speaking, the older control over trade developed a system which aimed at the creation of monopolies, or restraints of trade, on the one hand, and the prevention of adulteration and cheating on the other. The later control, whilst continuing to prevent—and that on more modern and effective methods—adulteration and cheating discountenances absolutely the principles of monopoly and restraint. So to-day the most important of the special departments of the law in which a trader is interested are found in the doctrines relating to RESTRAINT OF TRADE [*and see* COMBINATION], and the doctrines and statutes imposing restrictions for the benefit of the Public Health [*see* NUISANCE; OFFENSIVE TRADES], and those statutes concerned with CONTRABAND, SMUGGLING, WEIGHTS AND MEASURES [*see* METRIC SYSTEM], and ADULTERATION. Trade CUSTOMS and usages are also recognised by the law, and when proved to the satisfaction of a jury may determine—according to the nature of the case before the Court—what special meanings, if any, shall be given in a contract to words denoting time, weights, measures, quantity, quality, &c. Monopolies now find practically their last refuge in the PATENT (*q.v.*) law, and in those trades which can only be exercised under LICENCE [*see* EXCISE; LICENSED VICTUALLERS]. And the general law of CONTRACT finds its most important modifications, from the trader's point of view, in the provisions of such statutes as those referred to under the articles, for example, on the TRUCK SYSTEM; MINES; and HOSIERY MANUFACTURES.

TRADE BOARDS. *See* article SWEATING in Appendix II.

TRADE-MARKS.—A trade-mark is defined by the Trade-Marks Act, 1905, as meaning a mark used or proposed to be used upon or in connection with goods for the purpose of indicating that they are the goods of the pro-

prietor of such trade-mark by virtue of manufacture, selection, certification, dealing with, or offering for sale. A trade-mark thus identifies goods as those of a particular trader, or as those of his successors in the business in which they are produced or put forward for sale (*Leather Cloth Co.* v. *American Leather Cloth Co.*; *Richards* v. *Butcher*; *Powell's Trade-Mark*). A trade-mark is a species of property in the sense that the right to use it may be exclusively vested in the person who manufactures or distributes the particular goods to which it is applied. But only the person who has the goodwill of the business with which the goods are connected can be the proprietor of the trade-mark. The property in the trade-mark is therefore appurtenant to the goodwill of that business (*Hall* v. *Barrows*; *Pinto* v. *Badman*), and, as will be noticed at the end of this article, can only be assigned with the goodwill. A valid trade-mark must comply with certain statutory conditions as to its character, and it must be registered. The statute law on the subject is now found in the Trade Marks Act, 1905.

What may be a trade-mark.—By section 9 of the Act it is expressly provided that a trade-mark must consist of or contain at least one of the following essential particulars:—(*a*) A name of a company, individual, or firm represented in a special or particular manner (the name must be in the nominative case, and not printed in ordinary printing type, *Pirie* v. *Goodall*; *Gianacli's Trade-Mark*); or (*b*) The signature of the individual or firm applying for registration thereof as a trade-mark or of some predecessor of his in business (the signature must be that actually used by the applicant in the ordinary course of his business); or (*c*) An invented word or invented words (not indicative of the character or quality of the goods, nor a misspelt known word or combination of words, nor a *bonâ fide* geographical word, *Eastman Co.'s Trade-Mark*; *Bovril Trade-Mark*; *Magnolia Metal Co.'s Trade-Mark*); or (*d*) A word or words having no direct reference to the character or quality of the goods, and not being according to its ordinary signification a geographical name or a surname; or (*e*) Any other distinctive mark; but a name, signature, or word or words, other than such as fall within the descriptions in (*a*), (*b*), (*c*), and (*d*) are not, except by order of the Board of Trade or Court, deemed a distinctive mark. There may, however, be added to any one or more of these essential particulars any letters, words, or figures, or combination of letters, words, or figures, or any of them, though in the case of such an addition the person applying for registration must state the essential particulars on which he relies, and must disclaim any right to the exclusive use of the added matter. But there is no need for a disclaimer of the applicant's own name or its foreign equivalent, or his place of business, for the registration of the name will not affect the right of any other owner of it to use it or its foreign equivalent. And notwithstanding the foregoing conditions, a trade-mark used before the 13th August 1875 can be registered whatever may be its special and distinctive word or words, letter, figure, or combination of letters or figures, or of letters and figures.

A trade-mark must be exclusively connected with some particular goods or classes of goods. But several trade-marks for the same description of goods which resemble each other in their material particulars may be registered as a series in one registration, if they differ in respect of (*a*) the statement of the goods for which they are respectively used or proposed to be used, or (*b*) statements of numbers, price, quality, or names of places, or (*c*)

other matter of a non-distinctive character which does not substantially affect the identity of the trade-mark; or (*d*) colour. Such trade-marks are known as Associated trade-marks.

Registration of a trade-mark is effected at the Patent Office upon the application by or on behalf of the person who claims to be its proprietor. The application must be made on a prescribed form which is supplied at the office, and should be accompanied by the prescribed number of representations of the trade-mark, and state the particular goods or classes of goods in connection with which the applicant desires the trade-mark to be registered. The comptroller may refuse to register, but the applicant can appeal from such a refusal to the Board of Trade. An applicant, other than one under an international convention, must give the comptroller an address for service in the United Kingdom. Registration should be completed within twelve months from the date of the application, otherwise, after the applicant has failed to comply with certain notices to complete, the application will be considered to be abandoned. Directly after its receipt at the Patent Office the application is advertised, and then, within one month or such further time not exceeding three months as the comptroller may allow, any person who has a right to feel himself aggrieved by the proposed registration may enter an opposition. Failing opposition, or in the event of it falling through, or its being abandoned, the comptroller will register the trade-mark. It may happen that several persons each claim to be registered as proprietor of the same trade-mark. In such a case the comptroller may refuse to register any of them until their rights have been determined according to law, and he may himself submit or require the claimants to submit their rights to the Court.

The register is kept at the Patent Office in London, but a copy of the part relating to cotton goods is kept at Manchester, and there is a branch register at Sheffield for local cutlery marks.

Restrictions on registration.—By sections 19 to 21 of the Act it is provided that, except by Order of the Court or in the case of trade-marks in use before the 13th August 1875, the comptroller must not register in respect of the same goods or description of goods a trade-mark identical with one belonging to a different proprietor already on the register with respect to such goods or description of goods. And, except as already stated, the comptroller must not register with respect to the same goods or description of goods a trade-mark having such resemblance to a trade-mark already on the register with respect to such goods or descriptions of goods as to be calculated to deceive. Honest concurrent user may, however, warrant registration of identical or similar trade-marks. Again, it is not lawful to register as part of or in combination with a trade-mark any words the use of which would, by reason of their being calculated to deceive or otherwise, be deemed disentitled to protection in a court of justice, or any scandalous design. But by section 34 the comptroller has a discretion to register an addition to or alteration of a trade-mark which does not in any manner substantially affect its identity. In such a case, where the application to register is not refused, the registration may be permitted subject to terms.

Disclaimers.—If a trade-mark contains parts not separately registered, or

matter common to the trade or otherwise of a non-distinctive character the trade-mark is not *primâ facie* entitled to be registered or to remain on the register. Accordingly, as a condition to its being upon the register a disclaimer may be required. This means that the proprietor must formally disclaim any right to the exclusive use of some part of the trade-mark, or of some portion of its matter, to the exclusive use of which he is not entitled.

Special trade marks.—Standardisation, &c.—An association or person undertaking the examination of goods in respect of origin, material, mode of manufacture, quality, accuracy, or other characteristic, and certifies the result of his examination by a mark used upon or in connection with the goods, may now obtain registration of that mark as a trade-mark. But registration is not permitted unless it is to the public advantage. And the trade-mark is transmissible or assignable only by permission of the Board of Trade.

Effect of registration.—Equivalent to public use.—The application for registration is equivalent to a public use of the trade-mark; and the date of the application, for statutory purposes, is deemed to be the date of the registration. The registration is for a period of fourteen years, which may be renewed. *Right of proprietor to exclusive use.*—By section 39 of the Act it is enacted that "the registration of a person as proprietor of a trade-mark shall, if valid, give to each person the exclusive right to the use of such trade-mark upon or in connexion with the goods in respect of which it is registered." After the expiration of seven years from the date of the original registration (or seven years from the passing of the Act, whichever shall last happen), the original registration is to be taken as valid, unless it was obtained by fraud or the mark offends against public law. Such of those provisions as relate to the *removal of the trade-mark from the register* will now be noticed. At the prescribed time before the expiration of fourteen years from the date of the registration of a trade-mark and in the prescribed manner, the comptroller shall send notice to the registered proprietor that the trade-mark will be removed from the register unless the proprietor pays to the comptroller before the expiration of such fourteen years (naming the date at which the same will expire) the prescribed fee; and if such fee be not previously paid he shall, at the expiration of one month from the date of the giving of the first notice, send a second notice to the same effect. If such fee be not paid before the expiration of such fourteen years the comptroller may, after the end of the prescribed time from the expiration of such fourteen years, remove the mark from the register, and so from time to time at the expiration of every period of fourteen years. If before the expiration of the prescribed time the registered proprietor pays the said fee, together with the additional prescribed fee, the comptroller may, without removing such trade-mark from the register, accept the said fee as if it had been paid before the expiration of the said fourteen years. Where a trade-mark has been removed from the register for non-payment of the prescribed fee, the comptroller may, if satisfied that it is just so to do, restore such trade-mark to the register on payment of the prescribed additional fee. *Status of un-renewed trade-mark.*—Where a trade-mark has been removed from the register for non-payment

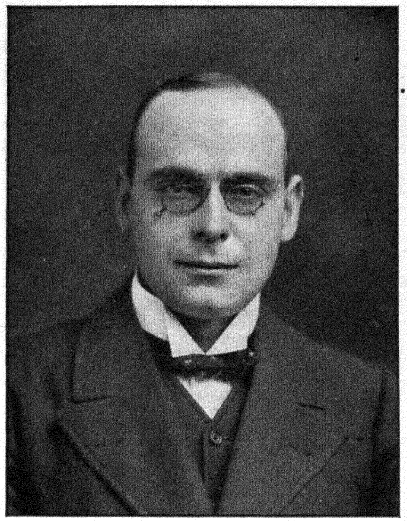
of the fee for renewal, such trade-mark shall, nevertheless, for the purpose of any application for registration during one year next after the date of such removal be deemed to be a trade-mark which is already registered, unless it is shown to the satisfaction of the comptroller that there has been no *bonâ fide* trade user of such trade-mark during the two years immediately preceding such removal.

Infringements.—The registered proprietor of a trade-mark can bring an action against any person who infringes his rights. In such an action he can apply for the prevention of the infringement, and also proceed to recover damages. Only a proprietor who is registered can thus take legal proceedings, unless his trade-mark was in use before the 13th August 1875, and registration has been refused him. The comptroller may, on request, and on payment of the prescribed fee, grant a certificate that such registration has been refused. A successful action for infringement may greatly diminish the chance of further infringement, for by section 46 of the Act, in any legal proceedings in which the validity of the registration of a registered trade-mark comes into question, and is decided in favour of the proprietor, the Court or a judge may certify the same, and if the Court or a judge so certifies, then in any subsequent like proceeding the proprietor, on obtaining a final order or judgment in his favour, shall have his full costs, charges, and expenses as between solicitor and client, unless the Court or judge trying the subsequent action certifies that he ought not to have the same.

Assignment and transmission.—A trade-mark, when registered, can be assigned and transmitted only in connection with the goodwill of the business concerned in the particular goods or classes of goods for which it has been registered. It is determinable with that goodwill. A series of trade-marks are assignable and transmissible only as a whole, but for all other purposes each of the trade-marks composing a series are deemed and treated as registered separately. *See* HARDWARE; MERCHANDISE MARKS.

TRADE NAME.—If a person makes an article not patented, and gives it a certain name by which the article comes to be known in the market, any one who can make the same kind of article can call it by the name by which it is known, if he can in fact do so without passing off his goods for those of the original maker—if he can make his goods in precisely the same manner as does the original maker. It is not sufficient for him to be able merely to make the same kind of article in a different manner. In the House of Lords appeal case of *Birmingham Vinegar Brewery Co.* v. *Powell* (*respondent*), the respondent had for many years made a sauce from a secret recipe, called by him and known very widely as "Yorkshire Relish." The appellants thereupon made another sauce very closely resembling that made by the respondent, and placed on the market under the name of "Yorkshire Relish." Upon proceedings being taken against them by the respondent, the Court restrained the appellants from using the words "Yorkshire Relish" in connection with their sauce without clearly distinguishing it from the respondent's sauce. If, however, the appellants had discovered the respondent's secret, and had made their sauce therefrom then they would have been entitled to use the name "Yorkshire Relish."

TRADE UNIONS have their status, rights and liabilities regulated by



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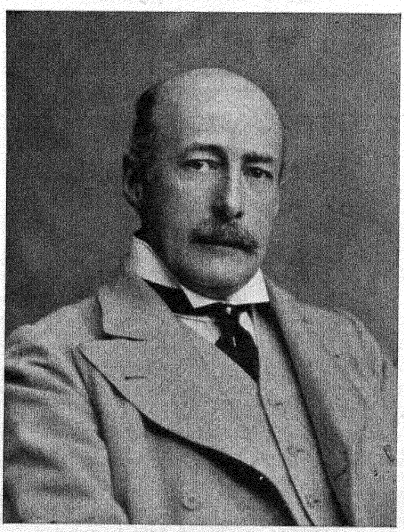
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JOHN HOLT SCHOOLING, F.S.S.

(Editor of "The British Trade Year Book")

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the Conspiracy and Protection of Property Act, 1875, and the Trade Union Acts, 1876–91, and the Trade Disputes Act, 1906. Apart from these statutes, and one of 1871, any combination in the nature of a trade union is illegal.

TRAFFIC RETURNS.—These are statements furnished weekly through the medium of a postcard to the press and the Stock Exchange by each railway company. They show the receipts of the company's goods and passenger traffic during the past week, but they do not show the expenditure. Their object is to indicate the position for the time being of the railway company, and so indicate to the investor and speculator the possibilities of dividends. But as a matter of fact these weekly returns are considerably underestimated, particularly in the cases of the great goods-carrying lines, and it is therefore necessary, quite apart from the need to learn the rate of expenditure, to await the half-yearly reports in order to obtain an exact idea of the state of affairs. Nevertheless, when compared with previous issues, the weekly returns are valuable indications of the general state of trade in the country; and they are always published in comparison with the corresponding week of the previous year. An increasing traffic in goods and minerals, especially when confirmed by increasing bank clearings, better monthly showings in the Board of Trade returns, and a tendency for the Bank of England reserve to fall, and money and discount rates to rise, is unmistakable evidence of a general trade revival.

TRAWLERS.—The following provisions of the Merchant Shipping Act apply only to those fishing-boats known as "trawlers"; and, save as otherwise mentioned, only trawlers of a tonnage of twenty-five tons and upwards. *Engagement of seamen.*—The skipper of every trawler must enter into a prescribed agreement, called a fishing-boat's agreement, with every seaman whom he carries to sea as one of his crew from any port in England or Ireland. He must not carry to sea any seaman with whom no such agreement has been entered into. A skipper acting in contravention of this provision is for each offence liable to a fine of £5. This does not apply, however, in the case of a sea fishing boy. A fishing-boat's agreement must be dated at the time of the first signature thereof, and be signed by the skipper before the seaman signs it. It must contain as terms thereof—(*a*) the nature, and, as far as practicable, the duration of the intended voyage or engagement; (*b*) the number and description of the crew; (*c*) the time at which each seaman is to be on board or to begin work; (*d*) the capacity in which each seaman is to serve; (*e*) the remuneration which each seaman is to receive, whether in wages or by share in the catch, or in both ways, and the time from which each seaman's remuneration is to commence; (*f*) a scale of the provisions to be furnished to each seaman; (*g*) any regulations as to conduct on board, and as to fines, short allowance of provisions, or other lawful punishment for misconduct, which the Board of Trade have approved as proper and the parties agree to adopt. The agreement must be so framed as to admit of stipulations, to be adopted at the will of the skipper and seaman in each case, as to advance and allotment of wages; and it may contain any other stipulations that are not contrary to law. It must be signed by each seaman, and the skipper is required to cause the agreement to be read over and explained to each seaman, or otherwise ascertain that each seaman understands it before he signs it; and he must attest each

signature. When the crew is first engaged the agreement must be signed in duplicate, the skipper sending one part to the superintendent at the port of departure, retaining the other part, which must contain a special place for the descriptions and signatures of substitutes, or persons subsequently engaged. Where a substitute is engaged in the place of a seaman who has signed the agreement, and whose services are lost by death, desertion, failure to join, or other unforeseen cause, the skipper must, before the fishing-boat puts to sea, if practicable, and if not, as soon afterwards as possible, cause the agreement to be read over and explained to the substitute, and the substitute then signs it in the presence of the skipper who attests the signature. These agreements may be made by the owner (or if there are several owners the registered managing owner) instead of by the skipper, and the foregoing provisions will then apply as if the owner were skipper. They may be made for service either in a particular boat or in two or more boats belonging to the same owner, provided that in the latter case the names of the boats and the length and nature of the service, and the rates, periods, and method of payment are duly specified. And they may also, if the voyages of the boat average less than six months in duration, be made to extend over two or more voyages or any number of weeks; in such cases they are called fishing-boat's "running agreements." They must not extend beyond the next following 30th June or 31st December, or the first arrival of the boat at her port of destination in the United Kingdom after that date, or the discharge of cargo consequent on that arrival. Where any such running agreement has been made the skipper must, on every return to a port in the United Kingdom before the final termination of the agreement, make and sign an indorsement on the agreement stating either that no engagements or discharges of seamen have been made or are intended to be made before the boat leaves port, or that all those made have been made as required by law. A skipper who knowingly makes a false statement in any such indorsement is for each offence liable to a fine of £5. The owners are required, within forty-eight hours of her departure from port on any voyage, to send or cause to be sent to the superintendent at the port a true report, signed by an owner or the registered managing owner in the prescribed form, stating the names of the skipper, seamen, and apprentices who have gone to sea in her, and such other particulars as the Board require. Where the sole or the registered managing owner or every owner goes to sea in her on the voyage, or the voyage commences at a port where there is no owner or registered managing owner, the report may be made and signed on his behalf by his agent for that purpose. Non-compliance with these requirements renders the owner and the registered owner (if any) of the boat liable to a fine of £5 for each offence. The Board of Trade may exempt owners of boats from this requirement as to sending a report. Where a running agreement has been made the skipper must, before finally leaving a port for sea during the continuance of the agreement, sign and send to the nearest superintendent an accurate statement, in the prescribed form, of every change which has taken place in his crew; and that statement is admissible in evidence. The penalty for failure to comply with this provision is £5 for each offence. The Board of Trade may also exempt owners from this requirement. Every erasure, interlineation, or alteration in a fishing-boat's agreement (except

additions made for shipping substitutes or persons engaged subsequently to the first departure of the fishing-boat) is wholly inoperative unless proved to have been made with the consent of all the parties interested in that erasure, interlineation or alteration. If a skipper (1) fraudulently alters, or makes any false entry in, a fishing-boat's agreement, or is privy to any such fraudulent alteration or false entry; (2) delivers, or is privy to the delivery, of a false copy of a fishing-boat's agreement, he is for each offence liable to a fine of £20.

Payment of wages and discharge of seamen.—The owner of a trawler is required to deliver to the skipper, and the owner or skipper must deliver to every seaman of that boat, a full and true account, in the prescribed form, of the wages of the skipper or seaman, as the case may be (not being a share in the catch), and of all deductions to be made therefrom. A deduction from the wages of a skipper or seaman will not be allowed unless it is included in the account so delivered, or is in regard of a matter happening after such delivery. The skipper may by notice to the owner, and a seaman may by notice to the skipper, dispense with the delivery of such account. Except where the account of wages is dispensed with, the account must be delivered not less than four hours before the paying off or discharge of the skipper or seaman. Failure to comply with this requirement renders the owner or skipper liable to a fine of £5 for each offence. Upon the discharge of a seaman, or on the payment of his wages, the skipper is required to sign and deliver to him a certificate of discharge, in the prescribed form, specifying the period of his service and the time and place of his discharge. The penalty for not doing so is £5 for each offence. If a seaman having signed a fishing-boat's agreement is discharged before the commencement of the voyage, or at any time during the voyage or engagement without fault on his part justifying the discharge, and without his consent, he is entitled to recover, in addition to an amount of wages proportionate to the time he has served, sufficient compensation for the damage caused to him by the discharge; and he may recover such compensation as wages duly earned. These provisions relating to the discharge of seamen and the payment of wages apply whether the seaman is serving under an ordinary agreement, or under an agreement to serve in two or more fishing-boats belonging to the same owner, or under a running agreement. *Certificates of skippers and second hands.*—A trawler must not go to sea from a port of England or Ireland unless provided with a skipper and a second hand, both duly certificated. If a boat goes to sea contrary to this provision the owner is liable for each offence to a penalty of £20. Penalties are incurred by a person not duly certificated going to sea in either capacity, and by any one employing such a person. A second hand may in certain cases be authorised, for a period not exceeding one month, to act as skipper. Examinations as to competency are held, and certificates are granted, withheld, and cancelled in the case of skippers and second hands of fishing-boats as in that of masters and mates. In some cases certificates of service in lieu of certificates of competency may be granted. A register of certificated skippers and second hands is kept. *Conveyance of fish from trawlers.*—The Board of Trade, on the application of any owners of a fleet of fishing-boats, or certain other persons interested therein, or without such application if the person entitled

to make such application after a request by the Board of Trade does not do so, may make such regulations respecting the conveyance of fish from fishing-boats catching fish as trawlers to vessels engaged in collecting and carrying fish to port, as may appear to the Board expedient for preventing loss of life, or danger to life or limb, and if any person to whom such a regulation applies fails without reasonable cause to comply therewith he is for each offence liable to a fine of £10.

TREASURE TROVE is "where any gold or silver in coin, plate, or bullion is found concealed in a house, or in the earth, or other private place, the owner thereof being unknown, in which case the treasure belongs to the King or his grantee, having the franchise of treasure trove." Nothing can be treasure trove except gold and silver. It is the duty of every person, as soon as he has found any gold or silver treasure in the earth, to make the fact known to the local coroner. The jurisdiction of the coroner is limited to an inquiry "who were the finders and who is suspected thereof" (*Coroners Act*, 1887). He has no jurisdiction to inquire into any question of title to the treasure as between the Crown and any other claimant, the title of the Crown to all treasure trove being independent of any finding of the coroner's jury (*Attorney-General* v. *Moore*). To conceal treasure trove, even without fraudulent intent, is a misdemeanour punishable by fine and imprisonment. Larceny cannot be committed of treasure trove before it has been seized by the King or his grantee. If the treasure is found in the sea, or upon the face of the earth, it does not belong to the Crown, but to the finder, if no owner appears.

TREASURY BILLS.—When the Government desires to borrow money for temporary purposes, it issues notes known as Treasury Bills. An issue is advertised in the *London Gazette*. A treasury bill is in a form prescribed by statute, payable at a specified date not more than twelve months from the date of the bill. The amount of the principal sum must be stated in the bills, and also the rate of interest payable thereon, but the amount received therefor by the Government depends upon the amount tendered by those who advance the money. As a matter of practice these bills are always issued at a discount.

TREATIES—Commercial.—Treaties between states in respect of their commercial relationships are based upon the root idea of reciprocity. And this is so even in a case where no differential duties are imposed, and all nations are ostensibly treated with equal favour. "It is said that if a free trade nation arranges its tariff out of consideration to the revenue of another country, so far that nation is favoured relatively to others, and that this amounts to an infringement of free trade principles. To this it is replied that commercial treaties afford a middle way between protection and free trade, and that if other nations, by means of a treaty, are brought to see the advantages of a reduction of tariffs, they may ultimately follow the example of England, and repeal many of these duties altogether, and eventually adopt free trade." The extreme advocates of free trade go so far as to urge that there is really no use in such treaties; that a nation should rely simply upon free imports to fight foreign tariffs, and that the exports can be left to take care of themselves. Commercial treaties would seem to have been of very early origin, though their scope was originally confined to securing the safety

of traders in foreign countries, subject to payment of tolls or duties. In their modern character they are a development of the MERCANTILE SYSTEM, their object being mainly the attainment of advantages supposed to follow from that system.

Political treaties, and especially "treaties of peace," are usually made perpetual, or "for all time." Commercial treaties are only exceptionally made perpetual. They are usually made for a specified term of years or for an indefinite period, or until some specified period after notice. It is a disputed question as to whether a war between the parties to a treaty will operate so as to dissolve it. The dissolution of a treaty by the act of the parties thereto is termed a "denunciation." It may be that a commercial arrangement is made part of the terms of a treaty of peace, whereby it follows that the commercial arrangement is itself perpetual and cannot be denounced. Such was the case in the treaty of Frankfort of 1871, between France and Germany, the eleventh article of which has forced these two countries to grant to each other all favours they give to any of the six nations mentioned [*see* MOST FAVOURED NATION]. The article runs as follows:—

Since the treaties of commerce with the various States of Germany have been annulled through the war, the German and the French administrations will place as the basis of their commercial relations the principle of mutual treatment on the footing of the most favoured nation. This rule embraces the import and export payments, the transit trade, the customs regulations, the admittance and treatment of the subjects of both nations and the representatives of the same. Nevertheless, excepted from the above given rule are the concessions which one of the contracting parties has granted or will grant, through commercial treaties, to other countries than the following:—England, Belgium, Netherlands, Switzerland, Austria, Russia.

Commercial treaties, as to their subject-matter, may provide for trade merely, as, for instance, for the importation and exportation and transit of particular merchandise, for the port dues, and transit dues, and customs dues, to be levied thereupon; or for the incidents of trade in connection with the residence of traders; as, for instance, the exercise of jurisdiction, the practice of religion, the payment of personal taxes. And they may even extend further, and may apply to the contingencies of war breaking out between the contracting parties and a third power, or between powers which are strangers to the contracting parties. Of modern treaties with which Great Britain has been concerned the most interesting and instructive, as an illustration, is that one negotiated with France by Richard Cobden in 1860. Though influenced largely by political considerations, yet in this treaty the notion of the reciprocal advantages rather than the balance of losses by mutual concessions first found due prominence. Great Britain entered into this treaty in furtherance of a policy of free trade, and thereby firmly established a principle which she has never since altogether forsaken. Though reciprocity was the "notion" of it, yet, in fact, Great Britain surrendered nothing and granted no real concessions, when, in pursuance of her already settled policy, she permitted the free exportation of coal, reduced the wine and brandy duties, and abolished protection to manufactures. France was required to reduce her prohibitory duties to a moderately protective rate, and a most favoured nation clause was introduced on the part of each nation. Of course this

treaty has since gone the ultimate way of all international commercial arrangements, but its principles have left a deep impress on the policies of both countries. Such general treaties are now replaced in France by tariff legislation, on the basis of the maximum and minimum system [*see* TARIFF], and incidental treaties, with the most favoured nation clause, concluded with certain other countries determining their place in that system.

Four classes of modern commercial treaties may be distinguished. 1. General Treaties. Usually made with countries only partially open to European commerce, containing in detail all the terms and conditions of the arrangement, but never a most favoured nation clause or any tariff agreement. 2. Most Favoured Nation Treaties. Containing only a clause assuring the most favoured nation treatment, and, perhaps, some general regulations relating to commerce. Such treaties are sufficient, as a rule, to assure that the parties thereto have the full benefit of any desired tariff advantages. 3. Tariff Conventions. Treaties of this class are usually preferred by countries such as the United States, which do not admit the principle of unconditioned most favoured nation treatment, for the clause assuring that is omitted. But the very precise tariff agreement they necessarily contain answers even a higher purpose than does the clause, for it is supposed to show that the contracting powers are in a high state of comity to conclude a treaty in respect only of express tariff details. 4. Tariff Treaties. These contain regulations concerning tariffs, and also the most favoured nation clause. The tariff regulations, however, are the more important part, for they enter precisely into the details of commercial transactions, and definitely fix or "bind" the rates of duties arranged to be imposed.

TRINITY HOUSE.—In the year 1515 a society, which had undoubtedly existed for many years previously, was incorporated at Deptford, London, by Henry VIII. for the promotion of commerce and navigation, by licensing and regulating pilots, and ordering and erecting beacons, lighthouses, buoys, &c. This society was afterwards referred to, in letters patent from James II., in the name of the Master, Wardens, and Assistants of the Guild or Fraternity of the most glorious and undivided Trinity, and of St. Clements, in the parish of Deptford Strand, in the county of Kent. It is, however, generally referred to, shortly, as Trinity House. There were other like societies in England—at Newcastle, Hull, and the Cinque Ports, but that at Deptford has always maintained a pre-eminence, and is the only one that continues to exercise any practical authority. The "elder brethren" of the society, who are known as Trinity Masters, assist the judges in Admiralty cases in the capacity of nautical assessors, and Trinity House itself has vested in it a superintendence and control of pilotage and lighthouses. *See* LIGHTHOUSES; PILOTS.

TRUCK SYSTEM.—It was formerly very usual, especially in mining and manufacturing districts, for employers to establish or be interested in shops in the locality of their works, wherein could be purchased most of the necessaries of life required by their employees. The practice was for the employers either to require the employees to obtain their goods at these shops, and to submit to their purchases being set-off in account against

their wages; or to pay wages, either partially or wholly, in checks or tokens which could be cashed at these shops only; or, perhaps, to pay the wages in cash, but subject to the tacit understanding, which no doubt the employers could always find means to enforce, that they should be expended in such shops. The net effect of this practice was to lower the value of wages to an employee, and to increase the profits of an employer. The employee lost his economic freedom and became little more than the serf of his employer. Had the objects of the employers been the advantage of the employees, and their efforts been directed towards the supply of goods at a price lower than that obtaining in the retail market, and had these objects and efforts been successfully carried out in general, then the opposition to the system would have been founded mainly on sentimental grounds. But the reason for the existence of the Truck system was undoubtedly the creation of a special advantage to the employers, and, accordingly, in process of time the system was recognised by the legislature as a flagrant evil. In the reign of William IV., in the face of strenuous opposition, there was passed "An Act to prohibit the Payment in certain Trades of Wages in Goods, or otherwise than in the Current Coin of the Realm." This was followed by the Truck Amendment Act, 1887, and the Truck Act, 1896, the three statutes being now cited as the Truck Acts, 1831 to 1896. The provisions contained therein are somewhat detailed and complicated, but the following account will afford an idea of their general nature. The persons in whose favour the Acts were passed are therein referred to as "workmen" and "artificers," both of which terms in this connection having the same meaning as the expression "workman" in the Employers and Workmen Act, 1875 [*see* EMPLOYERS AND WORKMEN]. A domestic servant, it should be noticed, is expressly exempted from the benefit of the Truck Acts. An "employer" may be any master, bailiff, foreman, manager, clerk, or other person engaged in the hiring, employment or superintendence of the labour of workmen or artificers. "Wages" are any money or other thing had or contracted to be paid, delivered, or given as a recompense, reward, or remuneration for any labour done, or to be done, whether within a certain time, or to a certain amount, or for a time or amount uncertain. And there is a "contract," from the point of view of the Acts now under consideration, in any case in which there is an agreement, understanding, device, contrivance, collusion, or arrangement whatsoever, on the subject of wages, whether written or oral, direct or indirect, to which an employer and workman are parties or assenting, or by which they are mutually bound, or endeavour to impose an obligation on the other of them.

Illegal contracts and payments.—A contract for the hire of a workman is illegal and void if any part of his wages is payable otherwise than in the current coin of the realm, or if the contract contains any stipulations concerning the expenditure of the wages. Wages must be paid to the workman in current coin only, for payment in goods is expressly made illegal and void; a workman can recover his wages if not so paid in current coin. In any action brought for wages, no set-off can be allowed for goods supplied by the employer, or by any shop in which he is interested. And an employer cannot sue his workman for goods supplied to him on account of wages, or supplied by any shop in which he has an interest. If the work-

man, or his wife or children, become chargeable to the parish, the overseers may recover any wages earned within the three preceding months, and not paid in cash. Other contracts and payments may be illegal under the HOSIERY MANUFACTURERS (*q.v.*) Act, 1874; and also under the Acts relating to coal mines [*see* MINES, vol. iv. pp. 170–173] with respect to persons employed in mines and paid according to weight. *Penalties.*—An employer who by himself, or by the agency of any other person or persons, directly or indirectly enters into any contract, or makes any payment, described above as illegal, incurs for a first offence a fine of £10, for a second offence a fine of £20, and for a third offence a fine of £100. But no partner is liable in person for the offence of his co-partner committed without his knowledge or consent. A magistrate cannot act in a case if he is engaged in the same trade or occupation as the person charged.

Exceptions.—A contract with a servant in husbandry is not illegal within the meaning of the Truck Acts because it gives him food, unintoxicating drink, a cottage or other allowances or privileges in addition to money wages as a remuneration for his services. If a farmer wishes to allow beer and cider to his labourers he must be careful that the allowance is a purely gratuitous one and is not a part of their remuneration. Section 23 of the Act of 1831 is very important. It declares that the Act is not to prevent any employer from supplying or contracting to supply to any artificer any medicine or medical attendance, or any fuel or any materials, tools, or implements to be by such artificer employed in his trade or occupation, if such artificers be employed in mining, or any hay, corn, or other provender to be consumed by any horse or other beast of burden employed by any such artificer in his trade and occupation; nor from demising to any artificer employed in any of the trades or occupations enumerated the whole or any part of any tenement at any rent; nor from supplying or contracting to supply to any such artificer any victuals dressed or prepared under the roof of any such employer, and there consumed by such artificer; nor from making or contracting to make any deduction from the wages of any artificer for any such rent, or medicine or medical attendance, or fuel, materials, tools, implements, hay, corn, or provender, or such victuals, or for any money advanced to each artificer for any such purpose; but such deduction shall not exceed the true value of such fuel, materials, tools, implements, hay, corn, and provender, and shall not be in any case made from the wages of such artificer unless the agreement for such deduction shall be in writing and signed by such artificer.

Goods made at workman's home.—Section 10 of the Act of 1887 provides that the workman shall be paid for such goods in cash and not by way of barter. In the words of the section—"where articles are made by a person at his own home, or otherwise, without the employment of any person under him except a member of his own family, the principal Act [that of 1831] and this Act shall apply as if he were a workman, and the shopkeeper, dealer, trader, or other person buying the articles in the way of trade were his employer, and the provisions of this Act with respect to the payment of wages shall apply as if the price of an article were wages earned during the seven days next preceding the date at which any article is received from the workman by the employer." But this section only applies

to articles under the value of £5 knitted or otherwise manufactured of wool, worsted, yarn, stuff, jersey, linen, fustian, cloth, serge, cotton, leather, fur, hemp, flax, mohair, or silk, or of any combination thereof, or made or prepared of bone, thread, silk, or cotton lace, or of lace made of any mixed materials. And even that application may, in the interests of the persons making the articles just enumerated, be suspended by Order in Council, either wholly or in part, and in some particular locality only.

Advance of wages.—Whenever by agreement, custom, or otherwise a workman is entitled to receive in anticipation of the regular period of the payment of his wages an advance as part or on account thereof, it is not lawful for the employer to withhold such advance or make any deduction in respect thereof on account of poundage, discount, or interest, or any similar charge.

Fines.—Shop assistants, as well as workmen, are entitled to the protection of the Truck Acts so far as they are concerned with deductions or payments in respect of fines. The word "workman" will therefore include, in this connection, a shop assistant. Section 1 of the Act of 1896 makes it absolutely illegal for an employer to make a contract with a workman for any deduction from the sum contracted to be paid by the employer to the workman, or for any payment to the employer by the workman, for or in respect of any fine unless certain conditions specified by statute are strictly complied with. These conditions are:—(1) The terms of the contract must be contained in a notice kept constantly affixed at such place or places open to the workmen, and in such a position that it may be easily seen, read, and copied by any person whom it affects; or else the contract must be in writing, signed by the workman. (2) The contract must specify the acts or omissions in respect of which the fine may be imposed, and the amount of the fine or the particulars from which that amount may be ascertained. It has been decided, in *Squire* v. *Bayer*, that where one of the rules of a factory provided that "all workers shall observe good order and decorum while in the factory," and imposed a fine of sixpence or less upon any worker guilty of an infringement of the rule, there was a sufficient compliance by the employer with the requirements of the law, although the rule did not specify the particular acts or omissions which would amount to such a breach of good order or decorum as to justify the infliction of a fine. The Court was of opinion that such an expression as "good order and decorum" should be interpreted with reference to the requirements of the particular business. (3) The fine imposed under the contract must be in respect of some act or omission which causes or is likely to cause damage or loss to the employer, or interruption or hindrance to his business. (4) The amount of the fine is to be fair and reasonable, having regard to all the circumstances of the case. And, moreover, the employer cannot make any such deduction or receive any such payment unless (5) the deduction or payment is made in pursuance of, or in accordance with such contract as aforesaid; and (6) particulars in writing showing the acts or omissions in respect of which the fine is imposed and the amount thereof are supplied to the workmen on each occasion when a deduction or payment is made.

Damaged goods.—Deductions or payments in respect of damaged goods are the subject of section 2 of the Act of 1896, as follows:—(1) An employer

must not contract with a workman for any deduction from the sum contracted to be paid by the employer to the workman, or for any payment to the employer by the workmen for or in respect of bad or negligent work or injury to the materials or other property of the employer, unless (*a*) the terms of the contract are contained in a notice kept constantly affixed at such place or places open to the workmen, and in such a position that it may be easily seen, read, and copied by any person whom it affects; or the contract is in writing, signed by the workman; and (*b*) the deduction or payment to be made under the contract does not exceed the actual or estimated damage or loss occasioned to the employer by the act or omission of the workman, or of some person over whom he has control, or for whom he has by the contract agreed to be responsible; and (*c*) the amount of the deduction or payment is fair and reasonable, having regard to all the circumstances of the case. (2) An employer must not make any such deduction or receive any such payment unless (*a*) the deduction or payment is made in pursuance of, or in accordance with, such a contract as aforesaid; and (*b*) particulars in writing showing the acts or omissions in respect of which the deduction or payment is made and the amount thereof are supplied to the workman on each occasion when a deduction or payment is made.

Deductions or payments in respect of materials.—(1) An employer must not make any contract with any workman for any deduction from the sum contracted to be paid by the employer to the workman, or for any payment to the employer by the workman for, or in respect of, the use or supply of materials, tools or machines, standing room, light, heat, or for or in respect of any other thing to be done or provided by the employer in relation to the work or labour of the workman unless (*a*) the terms of the contract are contained in a notice kept constantly affixed at such place or places open to workmen, and in such a position that it may be easily seen, read, and copied by any person whom it affects; or the contract is in writing, signed by the workman; and (*b*) the sum to be paid or deducted under the contract in respect of materials, tools or machines, standing room, light, heat, or any other thing, does not exceed, in the case of materials or tools supplied to the workman, the actual or estimated cost thereof to the employer, or in the case of the use of machinery, light, heat, or any other thing in this section mentioned, a fair and reasonable rent or charge, having regard to all the circumstances of the case. (2) An employer shall not make any such deduction or receive any such payment unless (*a*) the deduction or payment is made in pursuance of, and in accordance with, such a contract as aforesaid; and (*b*) particulars in writing showing the things in respect of which the deduction or payment is made and the amount thereof are supplied to the workman on each occasion when a deduction or payment is made.

Stamps.—A contract entered into under the provisions of these Acts is not liable to stamp duty (1887, s. 7).

TRUSTEE IN BANKRUPTCY.—A trustee in bankruptcy is some person (generally a practising public accountant) who is appointed to represent the creditors of a bankrupt, and to get in and realise the bankrupt's assets and distribute them among the creditors. He acts under the supervision of the Bankruptcy Court of the Board of Trade.

Appointment.—The creditors in a bankruptcy are entitled, if they think

fit, to appoint more than one person to the office of trustee; but when more than one are so appointed it must be specified by the creditors whether any act required or authorised by the Bankruptcy Acts to be done by the "trustee" is to be done by all or any more of such persons. The term "trustee" in the Acts includes such a number of trustees, who are expressly declared to be joint-tenants of the property of the bankrupt. The creditors have also the right to appoint persons to act as trustees in succession in the event of one or more of the persons first named declining to accept office, or failing to give security, or not being approved by the Board of Trade. No one can act as a trustee in bankruptcy who has been previously removed from a like office for misconduct or neglect of duty. A trustee's *official name* is "the trustee of the property of A. B., a bankrupt." In this name he may sue and be sued; and he may also, in any part of the British Dominions or elsewhere, hold property of every description, make contracts, enter into any engagements binding on himself and his successors in office, and do all other acts necessary or expedient to be done in the execution of his office. *Remuneration.*—The remuneration (if any) of a trustee in bankruptcy should be fixed by an ordinary resolution of the creditors, or, if the creditors so resolve, by the Committee of Inspection. It is bound to be in the nature of a commission or percentage, of which one part must be payable on the amount realised by the trustee only, after deducting any sums paid to secured creditors out of the proceeds of their securities, and the other part on the amount distributed in dividend. If one-fourth in number or value of the creditors dissent from the resolution, the Board of Trade fixes the amount of the remuneration. And so will it if satisfied by the bankrupt that the remuneration is unnecessarily large. It should be noted that the resolution fixing the remuneration must state what expenses the remuneration is to cover; no liability can then attach to the bankrupt's estate, or to the creditors, in respect of any of the expenses of the trustee which the remuneration is stated to cover. Where a trustee acts without remuneration he is entitled to be allowed out of the bankrupt's estate such proper expenses incurred by him in or about the proceedings of the bankruptcy as the creditors, with the sanction of the Board of Trade, may approve. He must not, under any circumstances whatever, make any arrangement for or accept from the bankrupt, or any solicitor, auctioneer, or any other person that may be employed about a bankruptcy, any gift, remuneration, or pecuniary or other consideration or benefit whatever beyond the remuneration fixed by the creditors and payable out of the estate; nor may he make any arrangement for giving up, or give up, any part of his remuneration, either as receiver, manager, or trustee to the bankrupt, or any solicitor or other person that may be employed about a bankruptcy. *Costs.*—Where a trustee or manager receives remuneration for his services as such no payment will be allowed in his accounts in respect of the performance by any other person of the ordinary duties which are required by statute or rules to be performed by himself. Where he is a solicitor he may contract that the remuneration for his services as a trustee shall include all professional services. Before employing solicitors, managers, accountants, brokers, and other persons to render him any assistance a trustee must obtain a sufficient sanction, except in cases of urgency, though in such cases it must

be shown that no undue delay took place in obtaining the sanction. And all bills and charges of such persons, not being trustees, are taxed by the prescribed officer, no payments in respect thereof being allowed in the trustee's accounts without proof of such taxation having been made. The taxing master always requires to be satisfied, before he passes such bills and charges, that the employment of all persons concerned, in respect of the particular matters out of which the charges arise, have been duly sanctioned. Any such person so employed is bound, on request by the trustee, to deliver his bill to the proper officer for taxation, and the trustee must make this request in sufficient time before declaring a dividend. If a person having a bill of costs fails to duly deliver it within seven days after receipt of the request, or such further time as the Court on application may grant, the trustee must declare and distribute the dividend without regard to any claim by him, and thereupon any such claim is forfeited against both the trustee personally and the estate of the bankrupt.

Duties.—As a general rule a trustee should pay all money he receives into the Bankruptcy Estates Account at the Bank of England. But if it appears to the committee of inspection that for the purpose of carrying on the debtor's business, or of obtaining advances, or because of the probable amount of the cash balance, the Board of Trade will, upon the application of the committee, authorise the trustee to make his payments into and out of some local bank selected by the committee. And the Board of Trade will also authorise this if the committee satisfies it that for any other reason it is for the advantage of the creditors that the trustee should have an account at a local bank. Such a local account must be opened and kept by the trustee in the name of the debtor's estate; and any interest receivable in respect of the account is part of the assets of the estate. If a trustee at any time retains for more than ten days a sum exceeding £50, or such other sum as the Board of Trade in any particular case authorise him to retain, then, unless he explains the retention to the satisfaction of the Board, he must pay interest on the amount so retained at the rate of 20 per cent. per annum, and will have no claim for remuneration, and may be removed from the Board of Trade, and will be liable to pay any expenses occasioned by his default. He must not, under any circumstances, pay any sums received by him into his private banking account.

There is also a necessity for an audit of his accounts. Every trustee must, at such times as may be prescribed, but not less than twice in each year during his tenure of office, send to the Board of Trade, or as they direct, an account of his receipts and payments as such trustee. The account should be in the prescribed form, made in duplicate, and verified by a statutory declaration. It is audited by the Board of Trade, and for this purpose the trustee must furnish the Board with such vouchers and information as may be required, and the Board may at any time require the production of and inspect any books of account kept by the trustee. When audited, a copy of the account is filed and kept by the Board, and the other copy is filed with the Court, and each copy is open to the inspection of any creditor, or of the bankrupt, or of any person interested.

Whenever so required by a creditor the trustee must furnish and transmit to him by post a list of the creditors, showing in such list the amount of the

debt due to such creditors. For such list the trustee is entitled to charge the sum of 3d. per folio of seventy-two words, together with the cost of postage. And any creditor, with the concurrence of one-sixth of the creditors (including himself), may at any time call upon the trustee to furnish and transmit to the creditors a statement of accounts; but the person at whose instance the accounts are furnished must deposit with the trustee a sum sufficient to pay the costs of furnishing and transmitting the accounts, such sum to be repaid to him out of the estate if the creditors or the Court so direct. And so also any creditor, with the concurrence of one-sixth in value of the creditors (including himself), may at any time request the trustee to call a meeting of the creditors; and the trustee must thereupon call a meeting accordingly within fourteen days. But here again the person at whose instance the meeting is summoned must deposit with the trustee a sum sufficient to pay the costs of summoning the meeting, such sum to be repaid to him out of the estate if the creditors or Court so direct.

A trustee is also required to keep proper books of accounts in the manner prescribed. In these he must enter minutes of proceedings at meetings, and of such other matters as may be prescribed; and any creditor of the bankrupt may, subject to the control of the Court, personally or by his agent inspect any such books. An annual statement of proceedings should also be furnished by the trustee. He must from time to time, as may be prescribed, and not less than once in every year during the continuance of the bankruptcy, transmit to the Board of Trade a statement showing the proceedings in bankruptcy up to the date of the statement, containing the prescribed particulars and made out in the prescribed form. The Board examines these statements, and will call the trustee to account for any misfeasance, neglect, or omission which may appear therein or in his accounts or otherwise, and may require him to make good any loss which the estate may have sustained by the misfeasance, neglect, or omission.

The vote of the trustee, or of his partner, clerk, solicitor, or solicitor's clerk, either as creditor or proxy for a creditor, is not reckoned in the majority required for passing any resolution affecting the remuneration or conduct of the trustee.

Control over trustee.—A trustee, in the administration of the property of the bankrupt, and in the distribution thereof amongst his creditors, must have regard to any directions that may be given by resolution of the creditors at any general meeting, or by the committee of inspection. Directions so given by the creditors at a general meeting override, in case of conflict, any directions given by the committee of inspection. For the purpose of ascertaining the wishes of the creditors the trustee may at any time summon general meetings of them; and it is his duty to summon such meetings at the times the creditors, by resolution either at the meeting appointing the trustee or otherwise may direct, or whenever requested to do so by a sufficient number of creditors. The trustee has also the right to apply to the Court for directions in relation to any particular matter arising under the bankruptcy. But, subject to the provisions of the Bankruptcy Acts, the trustee must use his own discretion in the management of the estate and its distribution among the creditors. There is, however, an appeal against the decisions of a trustee. If the bankrupt or any of the creditors, or any other

person, is aggrieved by any act or decision of the trustee, he may apply to the Court, and the Court may confirm, reverse, or modify the act or decision complained of, and make such order as it thinks just. And the Board of Trade takes cognizance of the conduct of trustees. It will make an inquiry, and take action in the event of a trustee not faithfully performing his duties, and duly observing all the requirements imposed on him by statute, rules, or otherwise with respect to the performance of his duties, or in the event of any complaint being made to the Board by any creditor in regard thereto. The Board has power at any time to require a trustee to answer any inquiry made by them in relation to any bankruptcy in which the trustee is engaged, and may, if it thinks fit, apply to the Court to examine on oath the trustee or any other person concerning the bankruptcy. It may also direct a local investigation to be made of the books and vouchers of the trustee.

Release.—When the trustee has realised all the property of the bankrupt, or so much thereof can, in his opinion, be realised without needlessly protracting the trusteeship, and has distributed a final dividend, if any, the Board of Trade will, on his application, cause a report of his accounts to be prepared, and on his complying with all the requirements of the Board, will take into consideration the report and any objection which may be urged by any creditor or person interested against the release of the trustee, and will either grant or withhold the release accordingly, subject nevertheless to an appeal to the High Court. And in the same way the release may be obtained by a trustee who has ceased to act by reason of a composition having been approved, or has resigned, or has been removed from his office. Where a release is withheld the Court may, upon the application of any creditor or person interested, make such order as it thinks just, charging the trustee with the consequences of any act or default he may have done or made contrary to his duty. An order of the Board releasing a trustee discharges him from all liability in respect of any act done or default made by him in the administration of the affairs of the bankrupt, or otherwise in relation to his conduct as trustee; but any such order may be revoked on proof that it was obtained by fraud or by suppression or concealment of any material fact. Where the trustee has not previously resigned or been removed, his release operates as a removal of him from his office, and thereupon the official receiver becomes trustee.

Removal.—If a receiving order is made against a trustee he thereby vacates his office. The creditors have power to remove a trustee. To do so they should proceed by ordinary resolution, at a special meeting called for the purpose, of which seven days' notice has been given. At the same or any subsequent meeting they may appoint another trustee as if a vacancy had occurred. In the case of a vacancy the proceedings are as follows:—The creditors in general meeting appoint a person to fill the vacancy, and thereupon the same proceedings are taken as in the case of a first appointment; the official receiver, on the requisition of any creditor, will summon a meeting to fill a vacancy. If the creditors do not within three weeks after the occurrence of a vacancy appoint a new trustee, the official receiver reports the matter to the Board of Trade, and the Board may appoint a trustee—but in such case the creditors or committee of inspection have the same power of

appointing a trustee as in the case of a first appointment; during vacancy the official receiver acts as trustee. If the Board of Trade are of opinion that a trustee appointed by the creditors is guilty of misconduct, or fails to perform his duties, the Board may remove him from his office; but if the creditors, by ordinary resolution, disapproves of his removal, he or they may appeal against it to the High Court. *See* BANKRUPTCY; OFFICIAL RECEIVER.

TRUSTS.—TRUSTEES.—A trust is a right of property, real or personal, held by one party for the benefit of another. A trust implies two estates or interests—one equitable and one legal; one person as trustee holding the legal title, while another as the *cestui que trust* has the beneficial interest. Sometimes the equitable title of the beneficiary, sometimes the obligation of the trustee, and, again, the right held is called the trust. But the right of the beneficiary is in the trust; the obligation of the trustee *results from* the trust; and the right held is the *subject-matter* of the trust. Neither of them is the trust itself. Altogether they constitute the trust (*Bouvier's Law Dictionary*). In England the law relating to trusts is found, for the most part, in the Trustee Acts, 1888 and 1893. By the latter Act it is provided that the expression "trust" is not to include the duties incident to an estate conveyed by way of mortgage; but, with that exception, the expressions "trust" and "trustee" include implied and constructive trusts, and cases where the trustee has a beneficial interest in the trust property, and the duties incident to the office of personal representative of a deceased person. And the Act of 1888 explains that the expression "trustee" includes "an executor or administrator and a trustee whose trust arises by construction or implication of law, as well as an express trustee, but not the official trustee of charitable funds." The provisions relating to a trustee apply as well to several joint trustees as to a sole trustee.

Statute of Limitations.—In any action or other proceeding against a trustee or any person claiming through him (except where the claim is founded upon any fraud or fraudulent breach of trust to which the trustee was party or privy, or is to recover trust property or the proceeds thereof still retained by the trustee, or previously received by the trustee and converted to his use) the following provisions apply:—(*a*) All rights and privileges conferred by any Statute of Limitations are to be enjoyed in like manner as they would have been if the trustee or person claiming through him had not been a trustee or other person as aforesaid; (*b*) if the action or other proceeding is brought to recover money or other property, and is one to which no existing Statute of Limitations applies, the trustee or such other person is entitled to the benefit of and be at liberty to plead the lapse of time as a bar to such action or proceeding in the like manner as if the claim had been against him in an action of debt for money had and received, but so that the Statute will run against a married woman entitled in possession for her separate use, whether with or without a restraint upon anticipation, but will not begin to run against any beneficiary unless and until the interest of such beneficiary is an interest in possession. No beneficiary, as against whom there would be a good defence by virtue of this limitation of actions in favour of trustees, can derive any greater or other benefit from a judgment or order obtained by another beneficiary than

he could have obtained if he had brought such action or proceeding and the lapse of time had been pleaded. These provisions only apply to actions commenced after the 1st of January 1890, and do not deprive an executor or administrator of any right or defence to which he is entitled under any Statute of Limitations.

Various powers and duties of trustees.—*Appointments.*—Where a trustee, either original or substituted, is dead, or remains out of the United Kingdom for more than twelve months, or desires to be discharged from all or any of the trusts or powers reposed in or conferred on him, or refuses or is unfit to act therein, or is incapable of doing so, the person or persons nominated for the purpose of appointing new trustees, if any, or the surviving or continuing trustees or trustee or the personal representative of the last surviving or continuing trustee, may, by writing, appoint another person or other persons to be a trustee or trustees in the place of the trustee dead, remaining out of the United Kingdom, desiring to be discharged, refusing or being unfit or incapable as aforesaid. On the appointment of a new trustee for the whole or any part of trust property—(*a*) the number of trustees may be increased; (*b*) a separate set of trustees may be appointed for any part of the trust property held on trusts distinct from those relating to any other part thereof, notwithstanding that no new trustees or trustee are or is to be appointed for other parts of the trust property, and any existing trustee may be appointed, or remain one of such separate set of trustees; or if only one trustee was originally appointed, then one separate trustee may be so appointed for the first mentioned part; (*c*) it is not obligatory to appoint more than one new trustee where only one trustee was originally appointed, or to fill up the original number of trustees where more than two trustees were originally appointed; but, except where only one trustee was originally appointed, a trustee will not be discharged from his trust unless there are at least two trustees to perform the trust; and (*d*) any assurance or thing necessary for vesting the trust property jointly in the persons who are trustees are to be executed or done. Every new trustee, as well before as after the trust property becomes by law, or by assurance, or otherwise, vested in him, has the same powers, authorities and discretions, and may act as if he had been originally appointed a trustee. These provisions relating to a trustee who is dead include the case of a person nominated trustee in a will, but dying before the testator. And those relative to a continuing trustee include a refusing or retiring trustee, if willing to act in the execution of such provisions. The foregoing applies only if and as far as a contrary intention is not expressed in the instrument, if any, creating the trust, and has effect subject to the terms of such instrument; and it applies to trusts created either before or after the commencement of the Act of 1893.

Retirement of trustee.—Where there are more than two trustees, if one of them by deed declares that he is desirous of being discharged from the trust, and if his co-trustees and such other person, if any, who is empowered to appoint trustees, by deed consent to the discharge of the trustee, and to the vesting in the co-trustees alone of the trust property, then the trustee desiring to be discharged will be deemed to have retired from the trust, and will, by the deed, be discharged therefore, without any new trustee being

appointed in his place. Any assurance or thing requisite for vesting the trust property in the continuing trustee can be executed or done. This provision applies only if and so far as a contrary intention is not expressed in the instrument, if any, creating the trust, and has effect subject to the terms thereof, and applies to trusts created either before or after the commencement of the Act. *Vesting of trust property.*—Where a deed by which a new trustee is appointed to perform any trust contains a declaration by the appointor to the effect that any estate or interest in any land subject to the trust, or in any chattel so subject, or the right to recover and receive any debt or thing in action so subject, shall vest in the persons who by virtue of the deed become trustees, that declaration operates to vest in those persons the estate or interest without any conveyance. Where a deed by which a retiring trustee is discharged contains the statutory declaration by the retiring and continuing trustees, and by the other person, if any, empowered to appoint trustees, that declaration will, without any conveyance or assignment, operate to vest in the continuing trustees alone, as joint tenants, and for the purposes of the trust, the interest to which the declaration relates. These vesting provisions do not extend to any legal estate or interest in copyhold or customary land, or to land conveyed by way of mortgage for securing money subject to the trust, or to any such share, stock, annuity, or property as is only transferable in books kept by a company or other body, or in manner directed under any Act of Parliament. For purposes of the registration of the deed in any registry, the person or persons making the declaration are deemed to be the conveying party or parties, and the conveyance is deemed to be made by him or them under a power conferred by the Trustee Act, 1893. This part of that Act only refers to deeds executed after the 31st December 1881.

Purchase and sale.—Where a trust for sale or a power of sale is vested in a trustee, he may sell any part of the property, either subject to prior charges or not, and either together or in lots, by public auction or by private contract, subject to conditions, with power to vary the sale contract, and to buy in at any auction, and to rescind any contract, and to resell, without being answerable for any loss. But these powers can be exercised only so far as a contrary intention is not expressed in the instrument creating the trust or powers; and they have effect subject to the terms thereof; and they are applicable only to a trust or power created by an instrument coming into operation after the 31st December 1881. No sale made by a trustee can be impeached by any beneficiary upon the ground that any of the conditions, subject to which the sale was made, may have been unnecessarily depreciatory, unless it also appears that the consideration for the sale was thereby rendered inadequate. No sale made by a trustee can, after the execution of the conveyance, be impeached as against the purchaser upon the ground that any of the conditions subject to which the sale was made may have been unnecessarily depreciatory, unless, of course, the purchaser was acting in collusion with the trustee at the time of the contract. No purchaser, upon any sale made by a trustee, can make any objection upon the above ground These particular provisions apply only to sales made after the 24th December 1888. A trustee who is either a vendor or a purchaser may sell or buy without excluding the

application of section 2 of the Vendor and Purchaser Act, 1874. When any freehold or copyhold hereditament is vested in a married woman as a bare trustee, she may convey or surrender it as if she were a *femme sole*. **Various other powers and liabilities.**—*Receipt of money by agent.*—A trustee may appoint a solicitor to be his agent to receive and give a discharge for any money or valuable consideration or property receivable by the trustee, by permitting the solicitor to have the custody of and to produce a deed containing any such receipt as is referred to in section 56 of the Conveyancing and Law of Property Act, 1881, without incurring liability for breach of trust thereby. The producing of such a deed is as valid as if the person appointing the solicitor was not a trustee. A trustee may appoint a banker or solicitor to be his agent to receive and give a discharge for assurance money, by permitting the banker or solicitor to have the custody of and to produce the policy of assurance with a receipt signed by the trustee, without incurring liability as above mentioned. This provision applies where the money or valuable consideration or property is received after the 25th December 1888, and does not authorise a trustee to do or omit anything which he is expressly forbidden to do or omit by the instrument creating the trust. *Power to insure.*—A trustee may insure property from loss or damage by fire to any amount (including the amount of any insurance already on foot) not exceeding three equal fourth parts of the full value of such property, and pay the premiums out of the income thereof or of other property subject to the same trusts, without the consent of any person. This provision does not apply to any building or property which a trustee is bound forthwith to convey absolutely to any beneficiary on being requested to do so. It applies to trusts whenever created, but does not authorise the doing or omission by a trustee of anything which he is expressly forbidden to do or omit. *Renewal of leaseholds.*—A trustee of leaseholds for lives or years which are renewable from time to time may, and in some cases, must, use his best endeavours to obtain a renewed lease of the same on the accustomed and reasonable terms, and for that purpose may surrender the subsisting lease; but where by the terms of the settling instrument the person in possession for his life or other limited interest is entitled to enjoy the same without any obligation to renew, his consent must be obtained. If money is required to pay for the renewal, the trustee may pay the same out of any money in his hands in trust for the beneficiaries, and, if necessary, may raise the money required by mortgage of the hereditaments to be comprised in the renewed lease, or of any other hereditaments subject to the trusts, and no person advancing money upon any such mortgage is bound to see that the money is wanted, or that more is raised than is wanted. This provision applies to trusts whenever created, but does not authorise a trustee to do or omit to do anything which he is by the creating instrument expressly forbidden to do or omit to do. *The receipt* in writing of a trustee for any money or property is a sufficient discharge, and exonerates the person paying, transferring, or delivering the same from seeing to the application or being answerable for any misapplication thereof. *Executors and others compounding.* — An executor or administrator may pay or allow any debt or claim on any evidence that he thinks sufficient. An executor, or administrator, or trustees, or a sole acting trustee (where authorised to execute the trusts),

may accept any composition, or any security, for any debt or property claimed, and may compromise, compound, abandon, submit to arbitration, or settle any debt or thing relating to the testator's or intestate's estate, or to the trusts, and execute such releases and discharges as may seem to them expedient, without being answerable for any act so done in good faith. This provision applies only if and as far as a contrary intention is not expressed in the instrument, if any, creating the trust, and has effect subject to the terms of such instrument. *Other powers.*—Powers vested in two or more trustees jointly may, unless a contrary intention is expressed in the creating instrument, be exercised by the survivor or survivors. This last provision only applies to trusts constituted, or instruments coming into operation after 31st December 1881. A trustee acting or paying money in good faith under a power of attorney is not liable for any such act or payment by reason of the fact that at the time of the payment or act the donor of the power was dead, or has done some act to avoid the power if the fact is unknown to the trustee; but nothing in this provision affects the right of any person entitled to the money against the person to whom the payment is made, and the person so entitled has the same remedy against the person receiving payment as he would have had against the trustee. Except in the case of wilful default a trustee is accountable only for his own acts, and not for those of any other trustee, nor for any banker, broker, or other person, nor for the insufficiency or deficiency of any securities, or any other loss; and he may reimburse himself out of the trust premises all expenses incurred in the execution of the trusts.

Powers of the Court.—Appointment of new trustees.—The High Court may, whenever it is expedient to appoint a new trustee or new trustees, and it is found inexpedient, difficult, or impracticable so to do without the assistance of the Court, make an order for the appointment of a new trustee or new trustees either in substitution for any existing trustee or trustees, or although there is no existing trustee. The Court may, in particular, make an order for the appointment of a new trustee in substitution for a trustee who is convicted or is a bankrupt. Such order, and any consequential vesting order, does not operate further or otherwise as a discharge to any former or continuing trustee than appointment of new trustees under any power for that purpose contained in any instrument would have operated. Power is given to appoint an executor or administrator. *Vesting orders.*—In any of the following cases: (1) Where the High Court appoints or has appointed a new trustee; (2) Where a trustee entitled to or possessed of any land, or entitled to a contingent right therein, either solely or jointly with any other person—(*a*) is an infant, or (*b*) is out of the jurisdiction of the High Court, or (*c*) cannot be found; (3) Where it is uncertain who was the survivor of two or more trustees jointly entitled to or possessed of any land; (4) Where, as to the last trustee known to have been entitled to or possessed of any land, it is uncertain whether he is living or dead; (5) Where there is no heir or personal representative to a trustee who was entitled to or possessed of land and has died intestate as to that land, or where it is uncertain who is the heir or personal representative or devisee of a trustee who was entitled to or possessed of land and is dead; and (6) Where a trustee jointly or solely entitled to or possessed of any land, or entitled to a contingent right therein

has been required, by or on behalf of a person entitled to require a conveyance of the land or a release of the right, to convey the land or release the right, and has wilfully refused or neglected to convey the land or release the right for twenty-eight days after the date of the requirement—the High Court may make an order (called a "vesting order") vesting the land in any such person in any such manner and for such estate as the Court may direct, or releasing or disposing of the contingent right to such person as the Court may direct. Provided that—(*a*) Where the order is consequential on the appointment of a new trustee the land will be vested for such estate as the Court may direct in the persons who on the appointment are the trustees; and (*b*) where the order relates to a trustee entitled jointly with another person, and such trustee is out of the jurisdiction of the High Court or cannot be found, the land or right will be vested in such other person, either alone or with such other person. Where any land is subject to a contingent right in an unborn person or class of unborn persons who on coming into existence would, in respect thereof, become entitled to or possessed of the land on any trust, the High Court may make an order releasing the land from the contingent right, or may make an order vesting in any person the estate to or of which the unborn person or class of unborn persons would, on coming into existence, be entitled or possessed in the land. Where any person entitled to or possessed of land, or entitled to a contingent right in land, by way of security for money, is an infant, the High Court may make an order vesting or releasing or disposing of the land or right in like manner as in the case of an infant trustee. Where a mortgagee of land has died without having entered into the possession or into the receipt of the rents and profits thereof, and the money due in respect of the mortgage has been paid to a person entitled to receive the same, or that last-mentioned person consents to any order for the reconveyance of the land, then the High Court may make an order vesting the land in such person or persons in such manner and for such estate as the Court may direct in any of the following cases, namely—(*a*) Where an heir or personal representative or devisee of the mortgagee is out of the jurisdiction of the High Court or cannot be found; and (*b*) where an heir or personal representative or devisee of the mortgagee on demand made by or on behalf of a person entitled to require a conveyance of the land has stated in writing that he will not convey the same, or does not convey the same for the space of twenty-eight days next after a proper deed for conveying the land has been tendered to him by or on behalf of the person so entitled; and (*c*) where it is uncertain which of several devisees of the mortgagee was the survivor; and (*d*) where it is uncertain as to the survivor of several devisees of the mortgagee or as to the heir or personal representative of the mortgagee whether he is alive or dead; and (*e*) where there is no heir or personal representative to a mortgagee who has died intestate as to the land, or where the mortgagee has died, and it is uncertain who is his heir or personal representative or devisee. Where any Court gives a judgment or makes an order directing the sale or mortgage of any land, every person who is entitled to or is possessed of the land, or entitled to a contingent right therein, and is a party to the action or proceeding in which the judgment or order is given or made, or is otherwise bound by the judgment or order, will be deemed to be so entitled or possessed, as the case may be, as a trustee within the mean-

ing of the Trustee Act, 1893; and the High Court may, if it thinks expedient, make an order vesting the land or any part thereof for such estate as that Court thinks fit in the purchaser or mortgagee or in any other person. Where a judgment is given for the specific performance of a contract concerning land, or for the partition, or sale in lieu of partition, or exchange of land, or generally where any judgment is given for the conveyance of land either in cases arising out of the doctrine of election or otherwise, the High Court may declare that any of the parties to the action are trustees of the land or any part thereof within the meaning of the Act, or may declare that the interests of unborn persons who might claim under any party to the action, or under the will or voluntary settlement of any person deceased who was during his lifetime a party to the contract or transactions concerning which the judgment is given, are the interests of persons who, on coming into existence, would be trustees within the meaning of the said Act. Thereupon the High Court may make a vesting order relating to the rights of those persons, born and unborn, as if they had been trustees. A vesting order under any of the foregoing provisions will in the case of a vesting order consequential on the appointment of a new trustee have the same effect as if the persons who before the appointment were the trustees (if any) had duly executed all proper conveyances of the land for such estate as the High Court directs; or if there is no such person, or no such person of full capacity, then as if such person had existed and been of full capacity, and had executed all proper conveyances of the land for such estate as the Court directs. In every other case the vesting order will have the same effect as if the trustee or other person or description or class of persons to whose rights or supposed rights the said provisions respectively relate had been an ascertained and existing person of full capacity, and had executed a conveyance or release to the effect indicated by the order. In all cases where a vesting order can be made under any of the foregoing provisions, the High Court may, if it is more convenient, appoint a person to convey the land or release the contingent right, and a conveyance or release by that person in conformity with the order will have the same effect as an order under the appropriate provision. Where an order vesting copyhold land in any person is made under the Act with the consent of the lord or lady of the manor, the land will vest accordingly without surrender or admittance. Where an order is made appointing any person to convey copyhold land, that person is required to execute and do all assurances and things for completing the assurance of the land; and the lord and lady of the manor and every other person must, subject to the custom of the manor and the usual payments, make admittance to the land, and do all other things for completing the assurance thereof, as if the persons in whose place an appointment is made were free from disability, and had executed and done those assurances and things. In any of the following cases, namely:—(1) Where the High Court appoints or has appointed a new trustee; (2) where a trustee entitled alone or jointly with another person to stock or to a chose in action—(*a*) is an infant, or (*b*) is out of the jurisdiction of the High Court, or (*c*) cannot be found, or (*d*) neglects or refuses to transfer stock or receive the dividends or income thereof, or to sue for or recover a chose in action, according to the direction of the person absolutely entitled thereto for twenty-eight days next after a request

in writing has been made to him by the person so entitled, or (*e*) neglects or refuses to transfer stock or receive the dividends or income thereof, or to sue for or recover a chose in action for twenty-eight days next after an order of the High Court for that purpose has been served on him; or (3) where it is uncertain whether a trustee entitled alone or jointly with another person to stock or to a chose in action is alive or dead; the High Court may make an order vesting the right to transfer or call for a transfer of stock, or to receive the dividends or income thereof, or to sue for or recover a chose in action, in any such person as the Court may appoint. But where—(*a*) the order is consequential on the appointment by the Court of a new trustee, the right will be vested in the persons who, on the appointment, are the trustees; and (*b*) the person whose right is dealt with by the order was entitled jointly with another person, the right will be vested in that last-mentioned person either alone or jointly with any other person whom the Court may appoint. In all cases where a vesting order as to stock or a chose in action can be made, the Court may, if it is more convenient, appoint some proper person to make or join in making the transfer. The person in whom the right to transfer or call for the transfer of any stock is vested by an order of the Court may transfer the stock to himself or any other person, according to the order, and the Banks of England and Ireland and all other companies must obey every order under these provisions according to its tenor. After notice in writing of such an order as to stocks or shares it is not lawful for the Bank of England or of Ireland, or for any other company, to transfer any stock to which the order relates, or to pay any dividends thereon except in accordance with the order. The High Court may make declarations and give directions concerning the manner in which the right to any stock or chose in action vested under the provisions of the said Act is to be exercised. These provisions as to vesting orders apply to shares in ships registered under the Acts relating to merchant shipping as if they were stock.

An order for the appointment of a new trustee, or concerning any land, stock, or chose in action subject to a trust, may be made on the application of any person beneficially interested in the land, stock, or chose in action, whether under disability or not, or on the application of any person duly appointed trustee. An order concerning any land, stock, or chose in action subject to a mortgage, may be made on the application of any person beneficially interested in the equity of redemption, whether under disability or not, or of any person interested in the money secured by the mortgage.

Powers of new trustee.—Every trustee appointed by a court of competent jurisdiction, as well before as after the trust property becomes by law, or by assurance, or otherwise, vested in him, has the same powers, authorities and discretions, and may in all respects act as if he had been originally appointed a trustee by the instrument (if any) creating the trust. *Charging costs on estate.*—The High Court may order the costs and expenses of and incident to any application for an order appointing a new trustee, or for a vesting order, or of and incident to any such order, or any conveyance or transfer in pursuance thereof, to be paid or raised out of the land or personal estate in respect whereof the same is made, or out of the income thereof, or to be borne and paid in such manner and by such persons as to the Court may seem just. *Trustees of charities.*—The powers as to vesting orders may

be exercised for vesting any land, stock, or chose in action, in any trustee of a charity or society over which the High Court would have jurisdiction upon action duly instituted, whether the appointment of the trustee was made by instrument under a power or by the High Court under its general or statutory jurisdiction. *Orders as evidence.*—Where a vesting order is made as to any land under the Trustee Acts or under the Lunacy Act, 1890, or under any Act relating to lunacy in Ireland, founded on the allegation of the personal incapacity of a trustee or mortgagee, or on an allegation that a trustee or the heir or personal representative or devisee of a mortgagee is out of the jurisdiction of the High Court, or cannot be found, or that it is uncertain which of several trustees or which of several devisees of a mortgagee was the survivor, or whether the last trustee or the heir or personal representative or last surviving devisee of a mortgagee is living or dead, or on an allegation that any trustee or mortgagee has died intestate without an heir, or has died, and it is not known who is his heir or personal representative or devisee, the fact that the order has been so made is conclusive evidence of the matter so alleged in any court upon any question as to the validity of the order; but this does not prevent the High Court from directing a reconveyance or the payment of costs occasioned by any such order if improperly obtained. *Land out of England.*—The powers of the High Court in England to make such vesting orders extend to all land and personal estate in His Majesty's dominions, except Scotland. *Payment into Court.*—Trustees, or the majority of trustees, having in their hands or under their control money or securities belonging to a trust, may pay the same into the High Court; and the same will, subject to rules of court, be dealt with according to the orders of the High Court. The receipt or certificate of the proper officer is a sufficient discharge to trustees for the moneys or securities so paid into court. Where any moneys or securities are vested in any persons as trustees, and the majority are desirous of paying the same into court, but the concurrence of the other or others cannot be obtained, the High Court may order the payment into court to be made by the majority without the concurrence of the other or others. And where any such moneys or securities are deposited with a banker, broker, or other depositary, the Court may order payment or delivery of the moneys or securities to the majority of the trustees for the purposes of payment into court. Every transfer, payment, and delivery made in pursuance of any such order is valid, and takes effect as if the same had been made on the authority or by the act of all the persons entitled to the moneys and securities so transferred, paid, or delivered.

Miscellaneous.—Judgment in absence of trustee.—Where in any action the High Court is satisfied that diligent search has been made for any person who, in the character of trustee, is made a defendant in any action, to serve him with a process of the Court, and that he cannot be found, the Court may hear and determine the action, and give judgment therein against that person in his character of a trustee, as if he had been duly served or had entered an appearance in the action, and had also appeared by his counsel and solicitor at the hearing, but without prejudice to any interest he may have in the matters in question in the action in any other character. *Minerals.*—Where a trustee or other person is for the time being authorised to dispose of land by way of sale, exchange, partition, or enfranchisement,

the High Court may sanction his so disposing of the land with an exception or reservation of any minerals, and with or without rights and powers of or incidental to the working, getting, or carrying away of the minerals, or so disposing of the minerals, with or without the said rights or powers, separately from the residue of the land. Any such trustee or other person with the said sanction previously obtained may, unless forbidden by the instrument creating the trust or direction, from time to time, without any further application to the Court, so dispose of any such lands or minerals. This does not derogate from any power which a trustee may have under the Settled Land Acts, 1882 to 1890, or otherwise. *Indemnity by beneficiary.*—Where a trustee commits a breach of trust at the instigation or request or with the consent in writing of a beneficiary, the High Court may, if it thinks fit, and notwithstanding that the beneficiary may be a married woman entitled for her separate use and restrained from anticipation, make such order as to the Court seems just for impounding all or any part of the interest of the beneficiary in the trust estate by way of indemnity to the trustee or person claiming through him. This applies to breaches of trust committed as well before as after the passing of the Trustee Act, 1893, but does not apply so as to prejudice any question in an action or other proceeding pending on the 24th December 1888, or pending at the commencement of the said Act. *Palatine and County Courts.*—These provisions, with respect to the High Court, in their application to cases within the jurisdiction of a Palatine Court or County Court, include that court; and the procedure under the Trustee Act, 1893, in Palatine Courts and County Courts, is in accordance with the Acts and rules regulating the procedure of those courts. *Settled Land Acts.*—All the powers and provisions contained in the Trustee Act, 1893, with reference to the appointment of new trustees, and the discharge and retirement of trustees, apply to and include trustees for the purposes of the Settled Land Acts, 1882 to 1890, whether appointed by the Court or by the settlement, or under provisions contained in the settlement. This applies and has effect with respect to an appointment or a discharge and retirement of trustees taking place before as well as after the commencement of the Act, and does not render invalid or prejudice any appointment or any discharge and retirement of trustees effected before the passing of the Act, otherwise than under the provisions of the Conveyancing and Law of Property Act, 1881. *Convict trustee.*—Property vested in a person on trust or by way of mortgage, does not, in case of that person becoming a convict within the meaning of the Forfeiture Act, 1870, vest in any such administrator as may be appointed under that Act, but remains in the trustee or mortgagee, or survives to his co-trustee or descends to his representative as if he had not become a convict; but this does not affect the title to the property so far as relates to any beneficial interest therein of any such trustee or mortgagee. *Indemnity.*—The Trustee Act, 1893, and every order purporting to be made under it, is a complete indemnity to the Banks of England and Ireland, and to all persons for any acts done pursuant thereto; and it is not necessary for the Bank or any person to inquire concerning the propriety of the order, or whether the Court by which it was made had jurisdiction to make the same. *Change of character of investment.*—A trustee is not liable for breach of trust by reason only of his continuing to hold an investment which has ceased to be an investment authorised by the instrument of trust or by the general law. *See* JUDICIAL TRUSTEE.

U

UBERRIMA FIDES.—In the negotiation of certain contracts it is essential, in order that the contracts should be valid when concluded, that each of the parties thereto should disclose to the other full information as to matters which are not known to the other, and which should be known by him in order that he may have the means of forming a correct judgment as to the risk, nature, and conditions of the proposed contract. Of such contracts are those for the sale of land, the allotment of shares in a company, and marine, fire, and life insurance. The phrase is thus used to express the *perfect good faith*, concealing nothing, with which such contracts must be made.

ULTRA VIRES.—The name applied to an important and somewhat technical legal doctrine, applicable particularly to CORPORATIONS (*q.v.*). A corporation being always specially created for some express object, its powers are reasonably limited to acts incidental to the attainment of that object. The extent of the powers of a particular corporation, such as a company registered under the Companies Acts, is defined in its memorandum of association. Such acts as it may do beyond that definition are *ultra vires*, and are consequently illegal. A corporation of any other class would also find the limitations upon its powers contained in the instrument which creates it—a charter or a statute for example.

UNDERWRITING.—This term signifies an insurance, whether it be against a maritime risk or some other risk or contingency made the subject of a transaction at Lloyds, or against the risk of the public failing to respond to an issue of the shares or debentures of a company. The term is derived from the fact that an insurance contract of this class is usually "underwritten," or subscribed at its foot, by the persons who undertake the risk. It is perfectly right for an issue of shares to be underwritten, provided that, in compliance with the provisions of the Companies Act, 1900, the payment of the commission and the amount of the rate per cent. of the commission paid or agreed to be paid are respectively authorised by the articles of association and disclosed in the prospectus, and the commission paid or agreed to be paid does not exceed such amount or rate. MARINE INSURANCE; COMPANIES; PROMOTERS.

UNDUE PREFERENCE.—A railway or canal company is not entitled to make any undue preference to persons for whom it carries with regard to the tolls it charges and the services it renders. Such companies have a general right, however, to alter or vary tolls from time to time either upon the whole or upon any particular portions of their systems. But, according to section 90 of the Railway Clauses Act, 1845, all such tolls must "be at all times charged equally to all persons, and after the same rate, whether per ton, per mile, or otherwise, in respect of all passengers, and of all passengers, and of all goods or carriages of the same description, and conveyed or propelled by a like carriage or engine, passing only over the same portion of the line of railway under the same circumstances; and no reduction or advance in any such tolls shall be made either directly or indirectly in favour of or against any particular company or person travelling upon or using the

railway." And railway and canal companies are bound to afford all reasonable facilities for the traffic they undertake, even in respect of goods they carry by sea (Railway and Canal Traffic Act, 1888). This appears, as to land traffic, from section 2 of the Railway and Canal Traffic Act, 1854, which expressly enacts that every company must, according to its powers, afford all reasonable facilities for the receiving, forwarding, and delivery of traffic. And no company is to "make or give any undue or unreasonable preference or advantage to or in favour of any particular person or company, or any particular description of traffic, in any respect whatsoever." Nor shall any company "subject any particular person or company, or any particular description of traffic to any undue or unreasonable prejudice or disadvantage in any respect whatsoever." Companies which work over one another's systems must "afford all due and reasonable facilities for receiving and forwarding all the traffic arriving by one . . . by the other, without any unreasonable delay, and without any such preference or advantage or prejudice or disadvantage as aforesaid, and so that no obstruction may be offered to the public desirous of using" such combined systems. It is the RAILWAY AND CANAL COMMISSION that has jurisdiction to decide whether any proposed through rate is just and reasonable. And this is so notwithstanding that a less amount may be allotted to any forwarding company out of such through rate than the maximum rate such company is entitled to charge. The term undue preference is explained by the Act of 1888 as existing whenever a company charges "one trader or class of traders, or the traders in any district, lower tolls, rates, or charges for the same or similar merchandise, or lower tolls, rates, or charges for the same or similar services, than they charge to other traders or classes of traders, or to the traders in another district, or make any difference in treatment in respect of any such trader or traders, the burden of proving that such lower charge or difference in treatment does not amount to an undue preference shall lie on the railway company." In deciding whether a lower charge or difference in treatment does or does not amount to an undue preference, the Court may take into consideration whether the lower charge or difference in treatment is necessary to secure, in the interests of the public, the traffic in respect of which it is made. It may also be considered whether the inequality cannot be removed without unduly reducing the rates charged. But under no circumstances can a difference be sanctioned which exists, in respect of tolls or treatment, between home and foreign merchandise for the same or similar services. The Court has power to direct that no higher charge shall be made to any person for services in respect of merchandise carried over a less distance than is made to any other person for similar services in respect of the like description and quantity carried over a greater distance on the same line of railway. *See* RAILWAYS.

UNHEALTHY AND DANGEROUS TRADES are the subject of certain important provisions in the Factory Act, 1901, particularly in sections 79–86, whereunder the Home Secretary makes regulations for the safety of the workers in cases where he is "satisfied that any manufacture, machinery, plant, process or description of manual labour used in factories or workshops is dangerous or injurious to health or dangerous to life or limb, either generally or in the case of women, children, or any other class of persons." The Act

also provides for the official notification of such diseases as lead, phosphorus, arsenical or mercurial poisoning or anthrax, when contracted in a factory or workshop; and for the ventilation by a fan in certain factories and workshops; and for the provision and use of lavatories, and rooms for meals in certain dangerous trades, such as those where lead, arsenic, or any other poisonous substance is used. Certain special prohibitions may usefully be referred to in detail. *Young persons and children.*—Such cannot be employed in the part of a factory or workshop in which there is carried on—(*a*) The process of silvering of mirrors by the mercurial process; or (*b*) the process of making white lead. And no female, young person or child can be employed in the part of a factory in which the process of melting or annealing glass is carried on. Nor a girl under sixteen years of age in a factory or workshop in which there is carried on—(*a*) the making or finishing of bricks or tiles not being ornamental tiles; or (*b*) the making or finishing of salt. Nor any child in the part of a factory or workshop in which there is carried on—(*a*) any dry grinding in the metal trade; or (*b*) the dipping of lucifer matches. Notice of these prohibitions must be affixed in the factory or workshop to which they apply. *Meals* are also prohibited to be taken in certain parts of factories and workshops. *See* FACTORIES.

USANCE.—The time which, by usage, is allowed in various countries for the payment of a bill of exchange, and for which a bill is therefore usually drawn. Double, treble, or half usance is double, treble, or half the usual time. Fifteen days is always the half of a month for the purpose of calculating a half usance. The following is a

Table of the Usance of Foreign Bills.

London on	Usance.	London on	Usance.
Amsterdam . .	1 month after date.	Leghorn . . .	3 months after date.
Antwerp . . .	1 month after date.	Leipsic	14 days after acceptance.
Augsburg . . .	15 days after sight.	Lisbon	30 days after sight.
Barcelona . . .	60 days after date.	Madrid	2 months after sight.
Berlin	14 days after sight.	Malta	30 days after date.
Bordeaux . . .	30 days after date.	Milan	3 months after date.
Bremen . . .	1 month after date.	Naples	3 months after date.
Cadiz	60 days after date.	Oporto	30 days after sight.
Dantzic	14 days after acceptance.	Palermo . . .	3 months after date.
Dresden . . .	14 days after sight.	Paris	30 days after date.
Frankfort . . .	14 days after sight.	Rio Janeiro . .	30 days after date.
Geneva	30 days after date.	Rotterdam . . .	1 month after date.
Genoa	3 months after date.	Sydney	30 to 90 days after sight.
Gibraltar . . .	2 months after sight.	Venice	3 months after date.
Hamburg . . .	1 month after date.	Vienna	14 days after acceptance.

V

VAGRANTS.—Under this general term are included idle and disorderly persons, rogues and vagabonds, and incorrigible rogues. They are dealt with by the magistrates and fined or imprisoned, but incorrigible rogues can

be committed to the sessions for a heavier punishment. A petty chapman or pedlar who wanders about and trades without a licence is liable to conviction as an idle and disorderly person; a person who went about without a licence bartering needles and other articles for rags and bones has been so convicted. And a person who exposes obscene prints, pictures, or other indecent exhibitions may be convicted as a rogue and vagabond.

VETERINARY SURGEON.—No one, unless he is a fellow or member of the Royal College of Veterinary Surgeons, is entitled to take or use any name, title, addition, or description, by means of initials or letters placed after his name or otherwise, stating or implying that he is such a fellow or member. A person who offends against this prohibition is subject, under the provisions of the Veterinary Surgeons Act, 1881, to a fine of £20. The college is required by statute to keep a register of veterinary surgeons; and only those persons who are on that register, or who on the 27th August 1881 held a certificate of the Highland and Agricultural Society of Scotland, are allowed to take or use the title of veterinary surgeon. A fine of £20 is incurred by any one who unlawfully takes or uses that title. And the adoption of a title having the same signification would also appear to be an offence. So one J. Robinson discovered when he was fined for displaying over the door of his forge and on his billheads the words "J. Robinson, Veterinary Forge," he not being a legally qualified practitioner (*Royal Coll. Vet. Surg.* v. *Robinson*). But an author of a book who described himself on its cover as a "pharmaceutical and veterinary chemist" was held not to have committed any offence (*R. C. V. S.* v. *Groves*). The powers of the society over its members are derived from the above-mentioned Act of 1881 and an amending Act of 1900. *See* FARRIER; HORSES.

W

WAREHOUSEMAN is a person whose trade it is to keep buildings and premises in which goods may be stored. He is liable to the owner of the goods as a bailee, but not to the same extent as is a common CARRIER. In case they are injured the owner can only recover damages if and when he can prove negligence on the part of the warehouseman. A carrier will cease to hold goods as such, with the incidental liability, after he has brought them to their destination, and the owner has failed to take possession thereof within a reasonable time (*Chapman* v. *G.W.R.*; *Mitchell* v. *L. & Y. R. Co.*). A warehouseman is subject to the provisions of the Shops Hours Acts [*see* HOURS OF WORK], and the Truck Acts [*see* TRUCK SYSTEM]. He has a LIEN (*q.v.*) on goods left in his custody for hire, labour, and services And *see* BONDED WAREHOUSE.

WARRANTY.—A warranty is an express or implied statement of something which the party undertakes shall be part of a contract; and though part of the contract, yet collateral to the express object of it. In many of the decided cases the circumstance of a party selling a particular thing by its proper description has been called a warranty, and the breach of such contract a breach of warranty. It would be better, however, to distinguish such cases as a non-compliance with a contract which a party has

engaged to fulfil. Thus if a man contracts to sell peas to another and he sends him beans, he does not perform his contract; but that is not a warranty. There is no warranty that he should sell him peas; the contract is to sell peas, and if he sends him anything else in their stead it is a non-performance of it. So if a man were to order copper for sheathing ships—that is a particular copper prepared in a particular manner; if the seller sends him a different sort, in that case he does not comply with the contract; and though this may have been considered a warranty, and may have been ranged under the class of cases relating to warranties, yet it is not properly so (*Chanter* v. *Hopkins*). For the definition of the term as set out in the SALE OF GOODS Act, see *ante*, p. 83, and for the provisions of the Act relating to warranties and conditions, pp. 85–6. And *see* HORSES.

WATCHES, if made of gold or silver, can only be dealt in by traders who hold an EXCISE licence. In the application of the Merchandise Marks Act, 1888, to watches and watch-cases, the term "watch" is defined as meaning "all that portion of a watch which is not the watch-case." Section 7 of the Act enacts that where a watch-case has thereon any words or marks which constitute, or are by common repute considered as constituting, a description of the country in which the watch was made, and the watch bears no description of the country where it was made, those words or marks are *primâ facie* a description of that country within the meaning of the Act. And the provisions of the Act with respect to goods to which a false trade description has been applied will apply accordingly. So also will they with respect to selling or exposing for, or having in possession for sale, or any purpose of trade or manufacture. Upon bringing a watch-case for assay stamping or marking, a declaration is required as to the place in which the case was made. If that place is outside the United Kingdom, the Assay Office will mark the case in such a manner as to distinguish it from the home-made article.

WATER.—The supply of water to private consumers is undertaken either by private companies or by local authorities, and both the companies and the authorities always enjoy a certain monopoly in the districts they are empowered to serve. The companies are incorporated, and the authorities are empowered by private or local Acts of Parliament, and it is to the appropriate Act that reference must be made in order to discover the rights and liabilities of any particular water authority. As a rule, however, the general provisions of the Waterworks Clauses Acts, 1847–63, are incorporated in the special Act, and even where this is not so, the provisions in the special Act which are of particular interest to the public are usually to the same effect as those in the Clauses Acts. The provisions in these last-named Acts will accordingly be noticed in this article, as well as certain of those in the Water Companies (Regulation of Powers) Act, 1887.

Water rates.—The supply of water to the public is paid for by means of a rate levied on the occupier of the premises supplied, upon the basis of the annual value of the premises [*see* RATING]. But the owner is rated in respect of a house not exceeding £10 in annual value, though he is not liable for payment whilst the house is unoccupied, notwithstanding that water is being supplied through its pipes (*British Empire Mutual Life Assurance Society* v. *Southwark Water Co.*). "Annual value" is arrived at by de-

ducting from the rent the cost of repairs, insurance, and other necessary expenses (*Dobbs* v. *Grand Junction Waterworks Co.*). Water rates are generally payable in advance at Christmas Day, Lady Day, Midsummer Day, and Michaelmas. In default of due payment the water authority can cut off the pipe to the property and recover the rate due, if less than £20, together with the costs of cutting-off and of the recovery, by civil process before the magistrates, followed, if not paid within seven days after demand, by distress. But water cannot be cut off a dwelling-house occupied as a separate tenement where the rate is payable by the owner—it becomes a charge on the house, taking priority of all others. If, however, the tenant is holding over after notice to quit, the water can be cut off by the company on the direction of the landlord (*Chelsea Waterworks Co.* v. *Paulet*). Legal proceedings cannot be taken against the occupier until after notice left at his dwelling-house, to pay the amount of rent then or thereafter due, and no greater sum is recoverable than the rent owing or accrued due after notice. The person who is aggrieved by a water company wrongfully cutting off the supply is entitled to proceed before the magistrate and obtain, for his own benefit, a penalty of £5. Proceedings before magistrates for the recovery of a water rate must be taken within six months from the date at which it accrued due (*East London Waterworks* v. *Charles*).

Offences.—*By the Company.*—A water authority, unless prevented by frost, drought, or other unavoidable accident, or during necessary repairs, is bound to fix, maintain, and repair all fire-plugs; and it must furnish to the local authorities a sufficient supply of water for cleansing sewers, drains, and streets, and watering the latter, and for supplying public pumps, baths, and wash-houses. The water authority has power to make terms for doing the foregoing. It incurs a penalty of £10, and 40s. a day for every day it makes omission in any of these respects after receipt of a notice in writing. So also does it if, except when prevented as above mentioned, it neglects to keep its pipes charged under such pressure as will make the water reach the top storey of the highest house within its limits, unless its special Acts modify its duty to do so. And so also does it if, except when prevented as above, it neglects or refuses to furnish to any owner or occupier entitled to receive a supply of water during any part of the time for which the rates for such supply have been paid or tendered. **By the public.**—A penalty of £5 is incurred (*cisterns*) by any one who is required to provide a proper cistern with a ball and stopcock and fails to do so; and (*parting with water*) by the owner or occupier of a tenement supplied with water who supplies to any other person, or wilfully permits him to take, any water from a cistern or pipe in the tenement, unless for extinguishing a fire, or unless he is supplied with water by the company, and the pipes belonging to him are, without his default, out of repair; and (*injuring fittings*) by any one who wilfully or carelessly breaks, injures, or opens any lock, cock, valve, pipe, work, or engine belonging to the company, or flushes, or draws off the water from its reservoirs or works, or (*wasting*) does any other wilful act whereby such water is wasted; and (*misusing and wasting*) by any one who, being supplied with water by the company, wilfully or negligently allows a pipe, valve, cock, cistern, bath, soil pan, water-closet or other apparatus, or other receptacle, to be out of repair, or to be so used or contrived as that the water is, or is likely to be, wasted, mis-

used, unduly consumed or contaminated, or so as to occasion or allow the return of foul air or other noisome or impure matter into any of the company's pipes; and (*altering pipes*) by any one who affixes, or permits to be affixed, a pipe or apparatus to a water pipe belonging to the company, or to a communication or service pipe belonging to, or used by, him, or makes an alteration in any such communication or service pipe, or in any apparatus connected therewith, without the company's written consent. In the last case the company have also the right to proceed against the offender for damages. *Misuse.*—A penalty of 40s. is incurred by, and the value of the water misused may be recovered from, any one who, only having water supplied for domestic purposes, or for any other purposes, uses it for a purpose other than that for which it was supplied. A person supplied with water for domestic purposes cannot therefore use his water for supplying his trade, as for washing down horses and carriages if he is a carrier, or for cattle and horses, or for watering gardens, or for fountains, or for any ornamental purpose. But if he keeps a school, the water supplied for the swimming bath is a supply for domestic purposes (*Barnard Castle U.D.C.* v. *Wilson*); and if he keeps a boarding-house he may supply water for the use of the inmates (*Pidgeon* v. *Great Yarmouth Waterworks*). Water stored in pipes may be the subject of larceny at common law; but apart from that a penalty of £10 is incurred by any one who wrongfully *takes water* other than that supplied to him, or supplied for the gratuitous use of the public. And no one may foul or bathe in the streams, reservoirs, or other waterworks of the company.

WEIGHTS AND MEASURES are the subject of a series of legislative enactments commencing with an Act of 1878, known as the Weights and Measures Act, which consolidated the law on the subject, and, except as to the METRIC SYSTEM which was effectively established by one of the later acts, settled definitely the system upon which contracts must be concluded and dealings carried out. The last statutes on the subject are the Weights and Measures Act, 1904, and the Cran Measures Act, 1908. The result of these statutes is to abolish or localise a very large number of weights and measures which even yet appear in many table and arithmetic books, though the use of them, except as names for parts or multiples of legal units, is now generally illegal. The statutes themselves set out in schedules those standards known as the IMPERIAL STANDARDS [and *see* METRIC SYSTEM], and from which under the authority of the statutes the Privy Council has from time to time devised and legalised certain "secondary standards," such as the "cental" or cwt. of 100 lbs., which is the cwt. of the United States of America, and is in Canada the only unit of weight for all kinds of grain. The action at various times by the Privy Council appears in the Statutory Rules and Orders. In 1870 there were Orders in Council legalising corn weights, including metric weights of £5 to half-sovereign, and legalising new standard decimal grain weights. There was a like order in 1871 legalising new liquid measures of capacity, gas measures, and measures of length with subdivisions; and one in 1876 legalising measures of 100 feet, and of the chain of 66 feet with subdivisions laid down in Trafalgar Square. And in 1879 there were orders legalising the cental or new hundredweight, and also certain new standards of apothecaries' weights and measures. Subsequent orders have legalised, in 1880, the four-bushel measure and the five-

gallon measure; in 1881, certain additional denominations of standards, and Whitworth's external and internal cylindrical and external plane gauge; in 1883, new denominations of standards (wire gauge); in 1889, measures of capacity of 6 to 31 gallons inclusive; in 1890, yet another denomination of standard; and in 1908 cran and quarter-cran measures for fresh herrings.

Inspection.—The Weights and Measures Acts are administered in counties by County Councils, and in boroughs by the Town Councils. These local authorities act through the agency of inspectors, appointed after examination by the Board of Trade, whose duty it is to keep the local standards, and inspect, verify, and stamp the weights, measures, and weighing-machines in use within their districts. In order that an inspector may be enabled to effectually perform his duties the Act of 1878 empowers magistrates to grant a "general warrant" to him, that he may at all reasonable times inspect all weights, measures, scales, balances, steelyards, weighing and factory wage-checking machines within his jurisdiction which are used or in the possession of any one, or are on any premises for use for trade. Such instruments the inspector may compare with the local standard, and may seize any which are forfeited under the provisions of the law. For the purposes of inspection he has power to enter any place, whether a building or in the open air, whether open or enclosed, where he has reasonable cause to believe that there is any weighing and measuring instrument which he is authorised to inspect. A fine of £5 is incurred by any one who neglects or refuses to produce for inspection all such instruments in his possession or on his premises, or who refuses to permit a magistrate or inspector to examine them, or obstructs or hinders a lawful entry on inspection.

Sale of goods.—Any one who sells by any denomination of weight or measure other than one of the imperial weights or measures, or some multiple or part thereof, is liable to a fine of 40s. No one may sell by a purely local or customary measure, or by a heaped measure. But a bushel for the sale of any of the following articles, namely lime, fish, fruit, potatoes, or any other goods and things which before the 9th September 1835 were commonly sold by heaped measure, must be made in the special shape prescribed by statute. In using an imperial measure of capacity it must not be heaped, but either be stricken with a round stick or roller, straight and of the same diameter from end to end; or if the article sold cannot from its size and shape be conveniently stricken, it must be filled in all parts as nearly to the level of the brim as the size and shape of the article will admit. There is nothing, however, that renders illegal a sale by a customary weight or measure such as a "coomb" or a "one-third gill," for example, which is in fact a multiple or part of one of the imperial standards, and which is therefore nothing but a name given to a particular multiple or part. If the customary weight or measure is not a multiple or part of an imperial, and is used as an absolute weight or measure in itself, then the sale is illegal and the seller is liable to conviction. But in this connection it should be noted that the metric system is now legal.

Avoirdupois weight must, as a rule, be used in connection with a sale by weight. Contravention of the rule entails liability to a penalty, unless the case comes within a statutory exception. The exceptions are, that (1) gold and silver, and articles made thereof, including gold and silver thread, lace, or fringe, also platinum, diamonds, and other precious metals or stones, may

be sold by the ounce troy, or by any decimal parts of such ounce; and all contracts, bargains, sales, and dealings in relation thereto are deemed to be made and had by such weight, and when so made and had are valid; and (2) drugs when sold by retail may be sold by apothecaries weight.

Exceptional provision is the subject of section 22 of the Act of 1878. That section enacts that nothing in the Act shall prevent the sale, or subject a person to a fine for the sale of an article in any vessel, where such vessel is not represented as containing any amount of imperial measure; nor subject a person to a fine for the possession of a vessel where it is shown that such vessel is not used nor intended for use as a measure. Thus, subject to the provision of the Licensing Acts, that sales of more than half a pint of intoxicating liquor must be by imperial measure [*see* vol. iii. p. 320], a publican may sell drink by the "glass" without regard to the capacity of a glass, or by the "three pennyworth" without regard to the quantity he sells therefor; and so "cups" of tea may be sold without regard to the capacity of the vessels.

Price lists.—Any person who prints, and any clerk of a market or other person who makes, any return, price list, price current, or any journal or other paper containing a price list or price current, in which the denomination of weights and measures quoted or referred to denotes or implies a greater or less weight or measure than is denoted or implied by the same denomination of the imperial weights and measures under the Act, will be liable to a fine not exceeding 10s. for every copy of every such return, price list, price current, journal, or other paper which he publishes.

Unauthorised weights or measures.—Every person who uses or has in his possession for use for trade a weight or measure which is not of the denomination of some Board of Trade standard, is liable to a fine not exceeding £5, or in the case of a second offence £10, and the weight or measure is liable to be forfeited.

Unjust weights and measures.—No one for the purposes of trade may use or have in his possession for use a false or unjust weight, measure, scale, balance, steelyard or weighing machine. Contravention of this prohibition will entail a fine of £5 for a first offence, or £20 for a second or subsequent offence. A separate fine may be imposed in respect of each weight. Any contract, bargain, sale, or dealings made by a false or unjust weight or measure is void; and the instrument is liable to be forfeited. And, subject to a penalty, no one may wilfully commit a fraud in the use of a weight or measure. Though it is not a fraud in itself to weigh up paper wrappers together with the articles sold, yet it might possibly be so in a case where a quantity of articles are sold at the same time, and so weighed, and a great number of them are found to be deficient in weight. And no one may wilfully or knowingly make or sell or cause to be made or sold, any false or unjust weight or measure. Penalty £10 for first offence, and £50 for a subsequent offence.

Stamping and verification of weights and measures.—Every weight, except where the small size of the weight renders it impracticable, must have its denomination stamped on the top or side of it in legible figures and letters. And every measure of capacity must have its denomination stamped on the outside of such measures in legible figures and letters. A weight or measure not in conformity with this section shall not be officially stamped. Every

measure and weight whatsoever used for trade is required to be officially verified and stamped by an inspector with a stamp of verification. Any person who uses or has in his possession for use for trade any measure or weight not stamped as required is liable to a fine not exceeding £5, or in the case of a second offence £10, and is also liable to forfeit the measure or weight. Any contract, bargain, sale, or dealing made by such measure or weight will be void. A weight made of lead or pewter, or of any mixture thereof, cannot be stamped with a stamp of verification or used for trade unless it be wholly and substantially cased with brass, copper, or iron, and legibly stamped or marked "cased"; but this provision does not prevent the insertion into a weight of such a plug of lead or pewter as is *bonâ fide* necessary for the purpose of adjusting it and of affixing thereon the stamp of verification. A person guilty of any offence against or disobedience to these provisions is liable to a penalty not exceeding £5, or in case of a second offence £10. Every coin weight, not less in weight than the weight of the lightest coin for the time being current, must be verified and stamped by the Board of Trade with a mark of verification, otherwise it will not be deemed a just weight for determining the weight of gold and silver coin. Every person who uses any such weight not a just weight is liable to a fine not exceeding £50. If any one forges or counterfeits any stamp used for stamping any measure or weight, or wilfully increases or diminishes a weight so stamped, he will be liable to a fine not exceeding £50. And any person who knowingly uses, sells, utters, disposes of, or exposes for sale any measure or weight with such forged or counterfeit stamp thereon, or a weight so increased or diminished, will be liable to a fine not exceeding £10. All measures and weights with any such forged or counterfeit stamp are forfeited. *See* COAL; BREAD. *See Appendix* for Table of FOREIGN WEIGHTS AND MEASURES with their British equivalents.

WHARFINGER.—One who keeps a wharf or place where goods are shipped or unshipped. Mere delivery at a wharf does not always operate as delivery to the ship carrier or by whom they are to be conveyed. Thus, where goods were left at a wharf, piled up among other goods directed to the consignee, but no receipt was given for them, nor any entry respecting them made in the carrier's books, and no person belonging to the wharf was fixed with a privity of their being left there, it was held there was no sufficient delivery (*Buckman* v. *Levi*). The responsibility of a wharfinger who undertakes to ship goods left with him to be sent coastwise, continues until he has delivered them to the mate or some authorised officer of the ship in which they are to be conveyed (*Leigh* v. *Smith*; *Cobban* v. *Downe*). A carrier who also becomes with respect to the goods a wharfinger or warehouseman, has by usage a lien for his general balance for the wharfage or warehouse room of goods (*Naylor* v. *Mangles*; *Spears* v. *Hartley*). A wharfinger may moor a ship alongside his wharf even though the ship's length extends alongside his neighbour's frontage, provided, of course, such overlapping does not prevent free communication with that frontage if it is also used as a wharf or dock (*Original Hartlepool Collieries Co.* v. *Gibb*). He must provide a safe berth for the ship he receives; and he will be liable for any injury done to her from the next berth, though not from any occurrence in the river over which he has had no control (*The Moorcock*; *The*

Calliope). A delivery of goods to a wharfinger who has been accustomed to forward goods from the seller to the buyer, and a delivery by him to the carrier, is not an acceptance of the goods within the meaning of the Sale of Goods Act (*Hanson* v. *Armitage; Meredith* v. *Meigh*). So where goods bought abroad were delivered at a foreign port on board a ship chartered by the buyer, this was held to be no acceptance (*Accbal* v. *Levy*). *See* CARRIERS.

WILL.—A will, or "testament," is a disposition of one's property, to take effect after death. It would seem that personal property has always been the subject, in England, of a valid testamentary disposition, but, except in the case of certain boroughs, it required a legislative enactment (the Wills Act of Henry VIII.) to establish the right of an individual to make such a disposition of his real property. By that statute a freeholder was enabled to devise his estate by a will in writing; before then he was forced to have recourse to certain legal artifices if he wished to transmit his land after his death to any other person than his heir-at-law. At the present day the right of an individual to dispose of his property by will is derived generally from the Wills Act, 1837. By section 9 of that Act it is provided that no will shall be valid unless it is *in writing and signed at the foot or end thereof by the testator or by some other person in his presence and by his direction. Such signature must be made, or acknowledged, by the testator in the presence of two or more witnesses present at the same time; and such witnesses must attest and subscribe the will in the presence of the testator.* These requirements of writing, signature and attestation should be most carefully observed when executing a will. No special form of attestation is required by statute, but such a form as the following should, in ordinary cases of the testator himself signing, be written out opposite his signature and above the signatures of the attesting witnesses:—

Signed by the above-named A. B. as his [*or* her] last will in the presence of us both being present at the same time, who in his [*or* her] presence and in the presence of each other have hereunto subscribed our names as witnesses. (*Names and addresses of witnesses.*) } (*Signature of testator.*)

A person under the age of twenty-one is incapable of making a will. A married woman may now make a will in the same form as that of a man; but it should be noted that, according to *In re Price*, a will by a married woman since 1882 will not pass property acquired by her after the determination of her coverture. She should therefore make a new will if she becomes a widow, or is divorced, and acquires further property after the time at which she made her original will. Soldiers and seamen have special advantages in the matter of their wills, these being noticed elsewhere in this work. A will is revoked by the marriage of the testator, except in the case of a will made in the exercise of a power of appointment when the real or personal estate thereby appointed would not, in default of appointment, pass to the heir, personal representative, or next-of-kin of the appointer. No will is considered as revoked by any presumption of intention on the ground of an

alteration of circumstances, and, except as above mentioned, a will can only be revoked by another will or codicil inconsistent therewith, or by a writing executed as a will declaring an intention to revoke, or by burning, tearing, or otherwise destroying the will by the testator himself, or by some other person in his presence, and by his direction, with intent to revoke. An obliteration, interlineation, or other alteration made in a will after execution only has effect so far as the words or effect of the will previous to the alteration cannot be made out, unless the alteration is executed as a will. Such execution must be in the margin opposite or near to the alteration, or to a memorandum referring to the alteration. Cancellation by drawing lines across the will is effective as such only when duly executed and attested. A will is construed with reference to the property comprised in it, so as to take effect as if it had been executed immediately before the death of the testator, unless a contrary intention appear in the will. No will or codicil, or any part thereof, which has been in any manner revoked can be revived otherwise than by its re-execution, or by a codicil which shows an intention to revive it; and when any will or codicil which has been partly and afterwards wholly revoked is revived, the revival does not extend to such parts as had been revoked before the revocation of the whole, unless a contrary intention appear.

Great changes were introduced in the law as to the interpretation of wills by the 24th section of the Wills Act, which declares that wills are to be construed to speak as if they were executed immediately before the death of the testator, and the following clauses. The 25th section enacts that, unless a contrary intention appear on the will, a residuary devise shall include all estates comprised in lapsed and void devises. The 26th clause enacts that a general devise of the testator's lands shall include copyhold and leasehold as well as freehold lands, unless a contrary intention appear. By the 27th section, unless a contrary intention appear, a general devise of real estate and a general bequest of personal estate are respectively to include estates and property over which the testator has a general power of appointment. The enactment applies only when the testator has a general power of appointment. By the 28th section a devise of real estate without words of limitation is, unless a contrary intention appear by the will, to be construed to pass the fee. This clause introduced a very considerable alteration of the old law, under which, in accordance with the doctrine that the heir was not to be disinherited by implication, it had been settled that a devise of lands without words of limitation conferred on the devisee an estate for life only, notwithstanding the appearance of a contrary intention in the other parts of the will. The 29th section enacts that in any devise or bequest of real or personal estate the words "die without issue," "die without leaving issue," or "have no issue," or any other words of the like import, shall be construed to mean a want or failure of issue at the time of the death, and not an indefinite failure of issue, unless a contrary intention appear; except in cases where such words mean, if no issue described in a preceding gift shall be born, or if there shall be no issue who shall live to attain the age or otherwise answer the description required for obtaining a vested estate by a preceding gift to such issue. By the 30th section every devise of real estate (not being a right of presentation to a church) to a trustee or executor is to be construed to pass a fee simple, unless where a definite term of years or an estate of freehold less than the fee simple is expressly given to him lapse by the new act. The 32nd section enacts that devises of estates tail shall not lapse, but that where the devisee in tail dies during the lifetime of the testator, leaving issue, the devise shall take effect

FACSIMILE OF SHORT FORM OF WILL]

This is the last Will and Testament of me

George Frederick Easton of No. 4 Ravensdon Road Bermondsey in the County of London Retired Grocer And I hereby revoke all former Testamentary dispositions made by me I give to my Son George the sum of One thousand pounds To my Daughter Emily the ~~Wife~~ Wife of Richard Thompson the sum of Three hundred pounds and to my late Manager James Edwards my Gold Signet ring and the sum of Twenty pounds I give and devise to my Son Frederick Arthur my Freehold house being No. 4 Ravensdon Road aforesaid To my dear Wife Elizabeth whom I appoint the Sole Executrix of this my Will I give devise and bequeath all the residue of my property whatsoever and wheresoever absolutely In witness whereof I have hereunto set my hand this eighteenth day of November One thousand nine hundred

Signed by the above named George Frederick Easton as his last Will and (the word "Wife" having first been interlined between the sixth and seventh lines from the top hereof) in the presence of us both being present at the same time who in his presence and in the presence of each other have hereunto subscribed our names as Witnesses — G. F. Easton

Robert Mayer
12 Lincolns Inn Fields
Solr

Arthur Johnson
12 Lincolns Inn Fields W C
Solicitors Clerk

Dated the 18th November 1900.

Will

of

Mr. G. F. Easton

as if he had died immediately after the testator, unless a contrary intention appear by the will. And very important is the 33rd section, which enacts that gifts to children or other issue who shall die before the testator, having issue living at the testator's death, are not to lapse, but, if no contrary intention appear by the will, are to take effect as if the persons had died immediately after the testator.

WINDING-UP.—The process by which the assets of a company or building or friendly society are realised for the purposes of distribution among the proprietors and creditors. *See* LIQUIDATOR.

WINE MERCHANTS.—A wine merchant is one who buys and sells wines, and is not a manufacturing seller. He may carry on any other business in connection with his trade of a wine merchant. He can sell wholesale or retail, without restriction as to quantity, and does not require a justice's licence, unless he carries on another trade in internal communication with his premises, or desires to sell by retail for consumption on the premises. But before he can lawfully commence business he must take out and continue annually an excise licence, the duty on which is £10, 10s. The term "wine" includes sweets, "made wines," and lees of wine. Made wines are liquors made from fruit and sugar alone, or from those mixed with other substances, and which have undergone fermentation during the process of making. Foreign wine can only be imported subject to the regulations of the Customs. It can be imported into bond duty free, but before it is taken out for home consumption the duty thereon must be paid. A licence is not required in order to sell wine from bond in quantities of not less than one hundred gallons; nor by a *bonâ fide* traveller who takes orders for wines which his employer is duly licensed to deal in or sell. A retailer for consumption off the premises must take out an annual licence carrying a duty of £2, 10s., except in Scotland, where the duty is £2, 4s. 1d. This licence will only be granted upon production of a justice's licence, and it only permits sale by retail in reputed quart or pint bottles. The licence duty payable by a retailer for consumption on the premises pays £3, 10s. Combined beer and wine licences may also be obtained. An excise spirit licence permits the sale by retail of wine. *See* EXCISE; LICENSED VICTUALLERS.

WORK AND WAGES *in factories.*—This is the subject of a number of various statutory provisions, examples of which are those relating to MINES, HOSIERY MANUFACTURERS, and THE TRUCK SYSTEM. In this place reference will be made to only certain sections of the Factory and Workshop Act, 1901, which require particulars of their work and wages to be given to certain piece workers by their employers and which impose penalties upon workers who divulge "trade secrets" disclosed to them as a consequence of those particulars having been furnished according to law. *Piece workers.*—The occupier of a textile factory, in order to enable each worker who is paid by the piece to compute the total amount of wages payable to him in respect of his work, is bound to publish particulars of the rate of wages applicable to the work to be done, and also particulars of the work to which that rate is to be applied. Such particulars must accord with the following statutory requirements:—(*a*) In the case of weavers in the worsted and woollen, other than the hosiery, trades, the particulars of the rate of wages applicable to the work done by each weaver is to be furnished to him in writing at the time when the work is given out to him; and they must

also be exhibited on a placard not containing any other matter, and posted in a position where it is easily legible; (*b*) in the case of weavers in the cotton trade, the particulars are to be furnished to the weaver in the same manner as the foregoing case, but they must also state the basis and conditions by which the prices are regulated and fixed; and the placard must also be posted in each room; (*c*) in the case of every other worker the regulations as to the particulars are the same as in the first of the above cases, except that if the same particulars are applicable to the work to be done by each of the workers in one room, it is sufficient to exhibit them in that room on a placard not containing any other matter, and posted in a position where it is easily legible; (*d*) such particulars of the work to be done by each worker as affect the amount of wages payable to him must (except so far as they are ascertainable by an automatic indicator) be furnished to him in writing at the time when the work is given out to him; (*e*) the particulars either as to rate of wages or as to work are not to be expressed by means of symbols; (*f*) when an automatic indicator is used for ascertaining work, it must have marked on its case the number of teeth in each wheel and the diameter of the driving roller; but in the case of spinning machines with traversing carriages, the number of spindles and the length of the stretch in such machines must be so marked in substitution for the diameter of the driving roller; (*g*) where such particulars of the work to be done by each worker as affect the amount of wages payable to him are ascertained by an automatic indicator, and a placard containing the particulars as to the rate of wages is exhibited in each room, in pursuance of an agreement between employers and workmen, and in conformity with the foregoing requirements, that exhibition will be a sufficient compliance with the law. The occupier of a factory who fails to comply with the foregoing is liable to a fine of £10; and so is he if he fraudulently uses a false indicator for ascertaining the particulars of any work paid for by the piece. And so is a workman who fraudulently alters an automatic indicator. *Trade secrets.*—A fine of £10 is incurred by any one engaged as a worker in a factory who, having received any such particulars as are above mentioned, whether they are furnished directly to him or to a fellow-workman, discloses them for the purpose of divulging a trade secret. And a like fine is incurred by any one who, for the purpose of obtaining knowledge of, or divulging a trade secret, solicits or procures a person so engaged in a factory to disclose any such particulars, or with that object pays or rewards any such person, or causes any such person to be paid or rewarded for disclosing any such particulars. *See* FACTORIES.

WORKMEN'S COMPENSATION.—A reference to the article on the doctrine of COMMON EMPLOYMENT will show that an employee's right at common law to compensation from his employer in respect of injuries sustained during the course of his employment is extremely technical and limited. But, as explained under the heading of EMPLOYER'S LIABILITY, that right has been considerably extended by the Employer's Liability Act. After that Act the employee, when a "workman," was placed in a still more advantageous position, as a consequence of the legislation embodied in the Workmen's Compensation Acts, 1897–1900. Now, under the Act of 1906, which repealed the two of 1897–1900, employees in general may be said to enjoy the benefit of this legislation. In fact an employee's rights

against an employer for compensation for injuries now far exceed what they would have been at common law if there had been no such doctrine therein as that of common employment. The provisions of the Act of 1906 are the subject of this article, which must be read with its continuation, under the same title, in the Appendix.

If in any employment a personal injury by accident arising out of, and in the course of the employment is caused to a workman, his employer is liable, subject to the exemptions hereinafter mentioned, to pay compensation in accordance with the scale and conditions set out below. The following are the exemptions:—(*a*) The employer is not liable under the Act in respect of an injury which does not disable the workman for a period of at least one week from earning full wages at the work at which he was employed; (*b*) when the injury was caused by the personal negligence or wilful act of the employer, or of some person for whose act or default the employer is responsible, nothing in the Act affects any civil liability of the employer, but in that case the workman may, at his option, either claim compensation under this Act, or take proceedings independently of the Act. But the employer is not liable to pay compensation for an injury to a workman by accident arising out of and in the course of the employment both independently of and also under this Act; and he is not liable to any proceedings independently of the Act, except in case of such personal negligence or wilful act as already mentioned; (*c*) if it is proved that the injury to a workman is attributable to the serious and wilful misconduct of that workman, any compensation claimed in respect of that injury will, unless it results in death or serious and permanent disablement, will be disallowed. The expression "workman" does not include any person employed otherwise than by way of manual labour, whose remuneration exceeds £250 a year, or a person whose employment is of a casual nature and who is employed otherwise than for the purposes of the employer's trade or business, or a member of a police force, or an out-worker, or a member of the employer's family dwelling in his house; but, save as aforesaid, means any person who has entered into or works under a contract of service or apprenticeship with an employer, whether by way of manual labour, clerical work, or otherwise, and whether the contract is expressed or implied, is oral or in writing. Any reference to a workman who has been injured includes, when he is dead, his personal representatives or his dependants, or other persons to whom or for whose benefit compensation is payable.

Scale and Conditions of Compensation as scheduled to the Act of 1906.

(1) The amount of compensation under this Act shall be—

(*a*) where death results from the injury—

(i) if the workman leaves any dependants wholly dependent upon his earnings, a sum equal to his earnings in the employment of the same employer during the three years next preceding the injury, or the sum of £150, whichever of those sums is the larger, but not exceeding in any case £300, provided that the amount of any weekly payments made under this Act, and any lump sum paid in redemption thereof, shall be deducted from such sum, and, if the period of the workman's employment by the said employer has been less than the said three years, then the amount of his earnings during the said three years shall be deemed to be 156 times his average weekly earnings during the period of his actual employment under the said employer;

(ii) if the workman does not leave any such dependants, but leaves any dependants

in part dependent upon his earnings, such sum, not exceeding in any case the amount payable under the foregoing provisions, as may be agreed upon, or, in default of agreement, may be determined, on arbitration under this Act, to be reasonable and proportionate to the injury to the said dependants; and

(iii) if he leaves no dependants, the reasonable expenses of his medical attendance and burial, not exceeding £10;

(*b*) where total or partial incapacity for work results from the injury, a weekly payment during the incapacity not exceeding 50 per cent. of his average weekly earnings during the previous twelve months, if he has been so long employed, but if not, then for any less period during which he has been in the employment of the same employer, such weekly payment not to exceed £1.

Provided that—

(*a*) if the incapacity lasts less than two weeks no compensation shall be payable in respect of the first week; and

(*b*) as respects the weekly payments during total incapacity of a workman who is under twenty-one years of age at the date of the injury, and whose average weekly earnings are less than twenty shillings, 100 per cent. shall be substituted for 50 per cent. of his average weekly earnings, but the weekly payment shall in no case exceed ten shillings.

(2) For the purposes of the provisions of this schedule relating to "earnings" and "average weekly earnings" of a workman, the following rules shall be observed:—

(*a*) average weekly earnings shall be computed in such manner as is best calculated to give the rate per week at which the workman was being remunerated. Provided that where by reason of the shortness of the time during which the workman has been in the employment of his employer, or the casual nature of the employment, or the terms of the employment, it is impracticable at the date of the accident to compute the rate of remuneration, regard may be had to the average weekly amount which, during the twelve months previous to the accident, was being earned by a person in the same grade employed at the same work by the same employer, or, if there is no person so employed, by a person in the same grade employed in the same class of employment and in the same district;

(*b*) where the workman had entered into concurrent contracts of service with two or more employers under which he worked at one time for one such employer and at another time for another such employer, his average weekly earnings shall be computed as if his earnings under all such contracts were earnings in the employment of the employer for whom he was working at the time of the accident;

(*c*) employment by the same employer shall be taken to mean employment by the same employer in the grade in which the workman was employed at the time of the accident, uninterrupted by absence from work due to illness or any other unavoidable cause;

(*d*) where the employer has been accustomed to pay to the workman a sum to cover any special expenses entailed on him by the nature of his employment, the sum so paid shall not be reckoned as part of the earnings.

(3) In fixing the amount of the weekly payment, regard shall be had to any payment, allowance, or benefit which the workman may receive from the employer during the period of his incapacity, and in the case of partial incapacity the weekly payment shall in no case exceed the difference between the amount of the average weekly earnings of the workman before the accident and the average weekly amount which he is earning or is able to earn in some suitable employment or business after the accident, but shall bear such relation to the amount of that difference as under the circumstances of the case may appear proper.

(4) Where a workman has given notice of an accident, he shall, if so required by the employer, submit himself for examination by a duly qualified medical practitioner provided and paid by the employer, and, if he refuses to submit himself to such examination, or in any way obstructs the same, his right to compensation, and to take or prosecute any proceeding under this Act in relation to compensation, shall be suspended until such examination has taken place.

(5) The payment in the case of death shall, unless otherwise ordered as here-

inafter provided, be paid into the county court, and any sum so paid into court shall, subject to rules of court and the provisions of this schedule, be invested, applied, or otherwise dealt with by the court in such manner as the court in its discretion thinks fit for the benefit of the persons entitled thereto under this Act, and the receipt of the registrar of the court shall be a sufficient discharge in respect of the amount paid in:

Provided that, if so agreed, the payment in case of death shall, if the workman leaves no dependants, be made to his legal personal representative, or, if he has no such representative, to the person to whom the expenses of medical attendance and burial are due.

(6) Rules of court may provide for the transfer of money paid into court under this Act from one court to another, whether or not the court from which it is to be transferred is in the same part of the United Kingdom as the court to which it is to be transferred.

(7) Where a weekly payment is payable under this Act to a person under any legal disability, a county court may, on application being made in accordance with rules of court, order that the weekly payment be paid during the disability into court, and the provisions of this schedule with respect to sums required by this schedule to be paid into court shall apply to sums paid into court in pursuance of any such order.

(8) Any question as to who is a dependant shall, in default of agreement, be settled by arbitration under this Act, or, if not so settled before payment into court under this schedule, shall be settled by the county court, and the amount payable to each dependant shall be settled by arbitration under this Act, or, if not so settled before payment into court under this schedule, by the county court. Where there are both total and partial dependants, nothing in this schedule shall be construed as preventing the compensation being allotted partly to the total and partly to the partial dependants.

(9) Where, on application being made in accordance with rules of court, it appears to a county court that, on account of neglect of children on the part of a widow, or on account of the variation of the circumstances of the various dependants, or for any other sufficient cause, an order of the court or an award as to the apportionment amongst the several dependants of any sum paid as compensation, or as to the manner in which any sum payable to any such dependant is to be invested, applied, or otherwise dealt with, ought to be varied, the court may make such order for the variation of the former order or the award, as in the circumstances of the case the court may think just.

(10) Any sum which under this schedule is ordered to be invested may be invested in whole or in part in the Post Office Savings Bank by the registrar of the county court in his name as registrar.

(11) Any sum to be so invested may be invested in the purchase of an annuity from the National Debt Commissioners through the Post Office Savings Bank, or be accepted by the Postmaster-General as a deposit in the name of the registrar as such, and the provisions of any statute or regulations respecting the limits of deposits in savings banks, and the declaration to be made by a depositor, shall not apply to such sums.

(12) No part of any money invested in the name of the registrar of any county court in the Post Office Savings Bank under this Act shall be paid out, except upon authority addressed to the Postmaster-General by the Treasury or, subject to regulations of the Treasury, by the judge or registrar of the county court.

(13) Any person deriving any benefit from any moneys invested in a post office savings bank under the provisions of this Act may, nevertheless, open an account in a post office savings bank or in any other savings bank in his own name without being liable to any penalties imposed by any statute or regulations

in respect of the opening of accounts in two savings banks, or of two accounts in the same savings bank.

(14) Any workman receiving weekly payments under this Act shall, if so required by the employer, from time to time submit himself for examination by a duly qualified medical practitioner provided and paid by the employer. If the workman refuses to submit himself to such examination, or in any way obstructs the same, his right to such weekly payments shall be suspended until such examination has taken place.

(15) A workman shall not be required to submit himself for examination by a medical practitioner under paragraph (4) or paragraph (14) of this schedule otherwise than in accordance with regulations made by the Secretary of State, or at more frequent intervals than may be prescribed by those regulations.

Where a workman has so submitted himself for examination by a medical practitioner, or has been examined by a medical practitioner selected by himself, and the employer or the workman, as the case may be, has within six days after such examination furnished the other with a copy of the report of that practitioner as to the workman's condition, then, in the event of no agreement being come to between the employer and the workman as to the workman's condition or fitness for employment, the registrar of a county court, on application being made to the court by both parties, may, on payment by the applicants of such fee not exceeding one pound as may be prescribed, refer the matter to a medical referee.

The medical referee to whom the matter is so referred shall, in accordance with regulations made by the Secretary of State, give a certificate as to the condition of the workman and his fitness for employment, specifying, where necessary, the kind of employment for which he is fit, and that certificate shall be conclusive evidence as to the matters so certified.

Where no agreement can be come to between the employer and the workman as to whether or to what extent the incapacity of the workman is due to the accident, the provisions of this paragraph shall, subject to any regulations made by the Secretary of State, apply as if the question were a question as to the condition of the workman.

If a workman, on being required so to do, refuses to submit himself for examination by a medical referee to whom the matter has been so referred as aforesaid, or in any way obstructs the same, his right to compensation and to take or prosecute any proceeding under this Act in relation to compensation, or, in the case of a workman in receipt of a weekly payment, his right to that weekly payment shall be suspended until such examination has taken place.

Rules of court may be made for prescribing the manner in which documents are to be furnished or served and applications made under this paragraph and the forms to be used for those purposes and, subject to the consent of the Treasury, as to the fee to be paid under this paragraph.

(16) Any weekly payment may be reviewed at the request either of the employer or of the workman, and on such review may be ended, diminished, or increased, subject to the maximum above provided, and the amount of payment shall, in default of agreement, be settled by arbitration under this Act:

Provided that where the workman was at the date of the accident under twenty-one years of age and the review takes place more than twelve months after the accident, the amount of the weekly payment may be increased to any amount not exceeding 50 per cent. of the weekly sum which the workman would probably have been earning at the date of the review if he had remained uninjured, but not in any case exceeding one pound.

(17) Where any weekly payment has been continued for not less than six months, the liability therefor may, on application by or on behalf of the employer, be redeemed by the payment of a lump sum of such an amount as, where the

incapacity is permanent, would, if invested in the purchase of an immediate life annuity from the National Debt Commissioners through the Post Office Savings Bank, purchase an annuity for the workman equal to 75 per cent. of the annual value of the weekly payment, and as in any other case may be settled by arbitration under this Act, and such lump sum may be ordered by the committee or arbitrator or judge of the county court to be invested or otherwise applied for the benefit of the person entitled thereto: Provided that nothing in this paragraph shall be construed as preventing agreements being made for the redemption of a weekly payment by a lump sum.

(18) If a workman receiving a weekly payment ceases to reside in the United Kingdom, he shall thereupon cease to be entitled to receive any weekly payment, unless the medical referee certifies that the incapacity resulting from the injury is likely to be of a permanent nature. If the medical referee so certifies, the workman shall be entitled to receive quarterly the amount of the weekly payments accruing during the preceding quarter so long as he proves, in such manner and at such intervals as may be prescribed by rules of court, his identity and the continuance of the incapacity in respect of which the weekly payment is payable.

(19) A weekly payment, or a sum paid by way of redemption thereof, shall not be capable of being assigned, charged, or attached, and shall not pass to any other person by operation of law, nor shall any claim be set off against the same.

(20) Where under this schedule a right to compensation is suspended, no compensation shall be payable in respect of the period of suspension.

(21) Where a scheme certified under this Act provides for payment of compensation by a friendly society, the provisions of the proviso to the first subsection of section eight, section sixteen, and section forty-one of the Friendly Societies Act, 1896, shall not apply to such society in respect of such scheme.

(22) In the application of this Act to Ireland the provisions of the County Officers and Courts (Ireland) Act, 1877, with respect to money deposited in the Post Office Savings Bank under that Act shall apply to money invested in the Post Office Savings Bank under this Act.

Any question as to injury or compensation must be settled by arbitration.

Rules as to Arbitration, &c.

(1) For the purpose of settling any matter which under this Act is to be settled by arbitration, if any committee, representative of an employer and his workmen, exists with power to settle matters under this Act in the case of the employer and workmen, the matter shall, unless either party objects by notice in writing sent to the other party before the committee meet to consider the matter, be settled by the arbitration of such committee, or be referred by them in their discretion to arbitration as hereinafter provided. (2) If either party so objects, or there is no such committee, or the committee so refers the matter or fails to settle the matter within six months from the date of the claim, the matter shall be settled by a single arbitrator agreed on by the parties, or in the absence of agreement by the judge of the county court, according to the procedure prescribed by rules of court. (3) In England the matter, instead of being settled by the judge of the county court, may, if the Lord Chancellor so authorises, be settled according to the like procedure, by a single arbitrator appointed by that judge, and the arbitrator so appointed shall, for the purposes of this Act, have all the powers of that judge. (4) The Arbitration Act, 1889, shall not apply to any arbitration under this Act; but a committee or an arbitrator may, if they or he think fit, submit any question of law for the decision of the judge of the county court, and the decision of the judge on any question of law, either on such submission, or in any case where he himself settles the matter

under this Act, or where he gives any decision or makes any order under this Act, shall be final, unless within the time and in accordance with the conditions prescribed by rules of the Supreme Court either party appeals to the Court of Appeal; and the judge of the county court, or the arbitrator appointed by him, shall, for the purpose of proceedings under this Act, have the same powers of procuring the attendance of witnesses and the production of documents as if the proceedings were an action in the county court. (5) A judge of county courts may, if he thinks fit, summon a medical referee to sit with him as an assessor. (6) Rules of court may make provision for the appearance in any arbitration under this Act of any party by some other person. (7) The costs of and incidental to the arbitration and proceedings connected therewith shall be in the discretion of the committee, arbitrator, or judge of the county court, subject as respects such judge and an arbitrator appointed by him to rules of court. The costs, whether before a committee or an arbitrator or in the county court, shall not exceed the limit prescribed by rules of court, and shall be taxed in manner prescribed by those rules and such taxation may be reviewed by the judge of the county court. (8) In the case of the death, or refusal or inability to act, of an arbitrator, the judge of the county court may, on the application of any party, appoint a new arbitrator. (9) Where the amount of compensation under this Act has been ascertained, or any weekly payment varied, or any other matter decided under this Act, either by a committee or by an arbitrator or by agreement, a memorandum thereof shall be sent, in manner prescribed by rules of court, by the committee or arbitrator, or by any party interested, to the registrar of the county court who shall, subject to such rules, on being satisfied as to its genuineness, record such memorandum in a special register without fee, and thereupon the memorandum shall for all purposes be enforceable as a county court judgment—

Provided that—

(*a*) no such memorandum shall be recorded before seven days after the despatch by the registrar of notice to the parties interested; and

(*b*) where a workman seeks to record a memorandum of agreement between his employer and himself for the payment of compensation under this Act and the employer, in accordance with rules of court, proves that the workman has in fact returned to work and is earning the same wages as he did before the accident, and objects to the recording of such memorandum, the memorandum shall only be recorded, if at all, on such terms as the judge of the county court, under the circumstances, may think just; and

(*c*) the judge of the county court may at any time rectify the register; and

(*d*) where it appears to the registrar of the county court, on any information which he considers sufficient, that an agreement as to the redemption of a weekly payment by a lump sum, or an agreement as to the amount of compensation payable to a person under any legal disability, or to dependants, ought not to be registered by reason of the inadequacy of the sum or amount, or by reason of the agreement having been obtained by fraud or undue influence, or other improper means, he may refuse to record the memorandum of the agreement sent to him for registration, and refer the matter to the judge who shall, in accordance with rules of court, make such order (including an order as to any sum already paid under the agreement) as under the circumstances he may think just; and

(*e*) The judge may, within six months after a memorandum or an agreement as to the redemption of a weekly payment by a lump sum, or of an agreement as to the amount of compensation payable to a person under any legal disability, or to dependants, has been recorded in the register, order that the record be removed from the register on proof to his satisfaction that the agreement was obtained by fraud or undue influence or other improper means, and may make such order (including an order as to any sum already paid under the agreement) as under the circumstances he may think just.

(10) An agreement as to the redemption of a weekly payment by a lump sum if not registered in accordance with this Act shall not, nor shall the payment of the

sum payable under the agreement, exempt the person by whom the weekly payment is payable from liability to continue to make that weekly payment, and an agreement as to the amount of compensation to be paid to a person under a legal disability or to dependants, if not so registered, shall not, nor shall the payment of the sum payable under the agreement, exempt the person by whom the compensation is payable from liability to pay compensation, unless, in either case, he proves that the failure to register was not due to any neglect or default on his part. (11) Where any matter under this Act is to be done in a county court, or by, to, or before the judge or registrar of a county court, then, unless the contrary intention appear, the same shall, subject to rules of court, be done in, or by, to, or before the judge or registrar of, the county court of the district in which all the parties concerned reside, or if they reside in different districts the district prescribed by rules of court, without prejudice to any transfer in manner provided by rules of court. (12) The duty of a judge of county courts under this Act, or in England of an arbitrator appointed by him, shall, subject to rules of court, be part of the duties of the county court, and the officers of the court shall act accordingly, and rules of court may be made both for any purpose for which this Act authorises rules of court to be made, and also generally for carrying into effect this Act so far as it affects the county court, or an arbitrator appointed by the judge of the county court, and proceedings in the county court or before any such arbitrator, and such rules may, in England, be made by the five judges of county courts appointed for the making of rules under section 164 of the County Courts Act, 1888, and when allowed by the Lord Chancellor, as provided by that section, shall have full effect without any further consent. (13) No court fee, except such as may be prescribed under paragraph (15) of the First Schedule to this Act, shall be payable by any party in respect of any proceedings by or against a workman under this Act in the court prior to the award. (14) Any sum awarded as compensation shall, unless paid into court under this Act, be paid on the receipt of the person to whom it is payable under any agreement or award, and the solicitor or agent of a person claiming compensation under this Act shall not be entitled to recover from him any costs in respect of any proceedings in an arbitration under this Act, or to claim a lien in respect of such costs on, or deduct such costs from, the sum awarded or agreed as compensation, except such sum as may be awarded by the committee, the arbitrator, or the judge of the county court, on an application made either by the person claiming compensation, or by his solicitor or agent, to determine the amount of costs to be paid to the solicitor or agent, such sum to be awarded subject to taxation and to the scale of costs prescribed by rules of court. (15) Any committee, arbitrator, or judge may, subject to regulations made by the Secretary of State and the Treasury, submit to a medical referee for report any matter which seems material to any question arising in the arbitration. (16) The Secretary of State may, by order, either unconditionally or subject to such conditions or modifications as he may think fit, confer on any committee representative of an employer and his workmen, as respects any matter in which the committee act as arbitrators, or which is settled by agreement submitted to and approved by the committee, all or any of the powers conferred by this Act exclusively on county courts or judges of county courts, and may by the order provide how and to whom the compensation money is to be paid in cases where, but for the order, the money would be required to be paid into court, and the order may exclude from the operation of provisoes (*d*) and (*e*) of paragraph (9) of this schedule agreements submitted to and approved by the committee, and may contain such incidental, consequential, or supplemental provisions as may appear to the Secretary of State to be necessary or proper for the purposes of the order. (17) In the application of this schedule to Scotland—

(a) County court judgment" as used in paragraph (9) of this schedule means a recorded decree arbitral:

(b) Any application to the sheriff as arbitrator shall be heard, tried, and determined summarily in the manner provided by section fifty-two of the Sheriff Courts (Scotland) Act, 1876, save only that parties may be represented by any person authorised in writing to appear for them and subject to the declaration that it shall be competent to either party within the time and in accordance with the conditions prescribed by act of sederunt to require the sheriff to state a case on any question of law determined by him, and his decision thereon in such case may be submitted to either division of the Court of Session, who may hear and determine the same and remit to the sheriff with instruction as to the judgment to be pronounced, and an appeal shall lie from either of such divisions to the House of Lords:

(c) Paragraphs (3), (4), and (8) shall not apply.

(18) In the application of this schedule to Ireland the expression "judge of the county court" shall include the recorder of any city or town, and an appeal shall lie from the Court of Appeal to the House of Lords.

WRECKS AND SALVAGE. — *Vessels in distress.* — If a British or foreign vessel is wrecked, stranded, or in distress at any place on the coasts of the United Kingdom, or any tidal water within its limits, it is the duty of the local receiver of wreck to proceed there at once and take the command of all persons present. There he assigns such duties to each person as he thinks fit for the preservation of the vessel and of the lives of the persons belonging to her, and of her cargo and apparel. Any person wilfully disobeying the direction of the receiver is liable for each offence to a fine of £50; but the receiver must not, unless requested to do so by the master, interfere between him and the crew in the management of the vessel. The receiver has power, with a view to the preservation of shipwrecked persons, to require any person to assist him; to require the masters of vessels near at hand to aid him; and to demand the use of carts and horses near at hand. Non-compliance with any such requirement or demand will entail a fine of £100. He also has power to pass and repass over adjoining lands for the purposes named; any damage caused thereby being a charge on the vessel and cargo, and any owner or occupier of land impeding him is liable to a like fine. The receiver may suppress plunder and disorder by force, and command assistance in such suppression by all his Majesty's subjects. Where a vessel wrecked, stranded, or in distress, or any part of her cargo and apparel is plundered, damaged, or destroyed by any persons riotously and tumultuously assembled together, compensation is payable to the respective owners out of the rates. Various persons, where a receiver is not present, may do anything authorised to be done by the receiver. Where a ship, British or foreign, is or has been in distress on the coasts of the United Kingdom, a receiver of wrecks, a wreck commissioner, or a justice of the peace is required to examine upon oath any person belonging to the ship or who may be able to give any information as to the circumstances and particulars. *Dealing with wreck*—Where any person finds or takes possession of any wreck (which expression includes jetsam, flotsam, lagan, and derelict found in or on the shores of the sea or any tidal water) within the limits of the United Kingdom, he must, (*a*) if he is the owner, give notice thereof to the receiver of the district stating that he has found or taken such possession, and describing the marks by which the wreck may be recognised; (*b*) if he is not the owner, as soon as possible deliver the wreck to the receiver. If any person fails without reasonable cause to comply with this requirement, he is for each offence liable to a fine of £100; and in addition, if he is not the owner, forfeits any claim to salvage, and is liable to pay to the owner of the wreck, if it is claimed, or if it is

unclaimed to the person entitled to the same, double the value thereof, to be recovered in the same way as a fine of a like amount. When a vessel is wrecked, stranded, or in distress within the said limits, any cargo or other articles belonging to her which may be washed ashore must be delivered to the receiver, and any person, whether the owner or not, secreting or keeping possession of, or refusing to deliver up the same, is liable for each offence to a penalty of £100, and the receiver and his agents may use force in taking possession of such cargo or articles. The owner of any wreck in the possession of the receiver, upon establishing his claim to it within one year from the time at which it came into the possession of the receiver, is entitled, upon paying the salvage, fees, and expenses due, to have the wreck or the proceeds thereof delivered up to him. When any articles belonging to or forming part of a wrecked foreign ship, or belonging to and forming part of the cargo, are found on or near the coast, or are brought into any port in the United Kingdom, the consul-general of the country to which the ship, or in case of cargo to which the owners of the cargo may have belonged, or any consular authority of that country authorised in that behalf by any treaty or arrangement with that country, is, in the absence of the owner and of the master or other agent of the owner, deemed to be the agent of the owner, so far as relates to the custody and disposal of the articles. A receiver may at any time sell any wreck in his custody, if in his opinion (*a*) it is under the value of £5, or (*b*) it is so much damaged or of so perishable a nature that it cannot with advantage be kept, or (*c*) it is not of sufficient value to pay for warehousing. The proceeds of the sale, after defraying the expenses, are held by the receiver for the same purposes and subject to the same claims, rights and liabilities, as if the wreck had remained unsold. *Unclaimed wreck.*—The Crown is entitled to unclaimed wreck, except in cases of special grant. Where any admiral, vice-admiral, lord of the manor, heritable proprietor duly infeft, or other person is entitled for his own use to unclaimed wreck found on any place within the district of a receiver, he is required to deliver to the receiver a statement containing the particulars of his title, and an address to which notices may be sent. When a statement has been so delivered and the title proved, the receiver will, on taking possession of any wreck found at a place to which the statement refers, within forty-eight hours send to the address delivered a description of the wreck and of any marks by which it is distinguished. Where no owner establishes a claim to any wreck found in the United Kingdom, and in the possession of a receiver, within one year after it came into his possession, the wreck is dealt with as follows: (1) If the wreck is claimed by any admiral, vice-admiral, lord of a manor, heritable proprietor, or other person who has delivered such a statement, and has proved his title as above mentioned, the wreck, after payment of all expenses, costs, fees, and salvage, is delivered to him; (2) if the wreck is not claimed by any such person, the receiver sells the same and pays the proceeds (after deducting expenses, fees, and salvage) for the benefit of the Crown. Where any dispute arises between any such person and the receiver respecting title to wreck found at any place, or where more than one claim title and a dispute arises between them as to that title, that dispute may be referred and determined in the same manner as if it were a dispute as to salvage to be determined summarily under the Merchant Shipping Act, 1894. If any party to the dispute is unwilling to have the same so referred and determined, or is dissatisfied with the decision on that determination, he may within three months

after the expiration of a year from the time when the wreck came into the receiver's hands, or from the date of the decision, take proceedings in any court having jurisdiction in the matter for establishing his title. Upon delivery of wreck or payment of the proceeds of sale of wreck by a receiver, he is discharged of all liability in respect thereof. But the delivery thereof does not prejudice or affect any question which may be raised by third parties concerning the right or title to the wreck, or concerning the title to the soil of the place on which the wreck was found. The Board of Trade has power, with the consent of the Treasury, to purchase on behalf of the Crown any rights to wreck possessed by any person other than his Majesty. No admiral or other person exercising Admiralty jurisdiction has power as such to interfere with any wreck, except as authorised by the above-mentioned Act. *Removal of wreck.*—Harbour and conservancy authorities have power, where any vessel is sunk, stranded, or abandoned in any harbour or tidal water under their control, to take possession of, raise, remove, or destroy the same; also to light or buoy and sell the same, paying the proceeds, after reimbursing themselves their expenses, to the persons entitled thereto. Lighthouse authorities have somewhat similar powers. The term "vessel" here used includes cargo, everything forming part of the tackle, equipments, cargo, stores, or ballast of a vessel. Disputes between harbour or conservancy authorities and general lighthouse authorities as to their respective powers for the removal of wrecks are, on the application of either party, referred to the decision of the Board of Trade, which decision is final. These powers of a harbour, conservancy, or lighthouse authority for the removal of wrecks are in addition to any other powers for a like object.

Y

YORK-ANTWERP RULES.—A code of rules, now generally adopted by the shipping interests, which were formulated in the years 1864, 1877, 1890, and 1892, at a series of conferences held at York, Antwerp, Liverpool, and Genoa, by the Association for the Reform and Codification of the Laws of Nations, now the International Law Association. They regulate and determine questions of general average, and are intended to avoid the complications which arise from the divergencies and dissimilarities existing in the laws of the various commercial countries on this subject. The method of their adoption is to incorporate them to the desired extent, by specific reference in contracts of affreightment and marine insurance.

YOUTHFUL OFFENDERS are the subject of special statutory enactment in the Youthful Offenders Act, 1901. It has regard to cases where a child or young person is charged with an offence for which the magistrates may inflict a fine, damages, or costs, and there is reason to believe that his parent or guardian has conduced to the commission of the alleged offence by wilful default or by habitually neglecting to exercise due care of him. The Court may then issue a summons against the parent or guardian, charging him with so contributing to the commission of the offence. The Court has power to order the parent or guardian to give security for the good behaviour of the child or young person.

Z

ZOLLVEREIN—INTER-IMPERIAL CUSTOMS UNION.—The term "Zollverein" is derived from the German *zoll* (toll) and *verein* (union). It means,

therefore, in connection with the tolls applied to imports and exports, a customs union. The term was originally applied to an association formed between certain German states with the object of suppressing the customs duties levied at their respective frontiers, and establishing, on the one frontier of the associate territory, a single line of customs barriers with uniform tariffs. The association was first projected by List, the apostle of political and economic nationalism, in the year 1819; but it was not until 1828 that the stage of realisation was entered upon. In that year three rival zollvereins were formed: the first, a mid-German confederation of Bavaria and Wurtemburg; the second, the North-German confederation between Prussia and the duchies of Hesse and Anhalt; and the third, an association of Saxony, Hanover, Brunswick, and electorate Hesse. Eventually, however, these rival associations were merged, in the year 1833, in one which, under the influence of Prussia, comprised the majority of the German states, excluding particularly, however, Austria and some of the unimportant states. This establishment of a zollverein—which consisted of a union of independent states with free trade between themselves, one customs tariff for the whole against the rest of the world, a common fund for the receipt and distribution of the duties, and a common council to regulate the tariff—was a turning-point in German commercial policy. It was, moreover, the preliminary realisation of a national political policy which found its final and definitive realisation in the formation, in 1872, of the German Empire. To-day the German Empire presents a solid front to the outside commercial world, and though protective tariffs are raised as some obstacle to the entrance of foreign commodities, yet within there remains a complete system of free-trade between the constituent states. The zollverein, as a distinct institution, has accordingly been superseded by the German Empire, its particular place being now occupied by the Imperial Federal Council. The principle of a zollverein, ever since the establishment of the German precedent, has been an increasingly attractive ideal in commercial politics, even though there may be no desire to apply it with a rigid observance of every detail. "Looked at generally," writes Professor Bastable in *Commerce of Nations*, "commercial union is a mode of remedying the inconveniences of protection, or even of customs boundaries. The German zollverein was a remarkable example of the benefits that a federation of the kind may produce, and it is highly probable that larger commercial aggregates will be established in the future. As it is, very many of the smaller units have disappeared, and the tendencies are all in favour of further amalgamations. Plans for a league of Central Europe seem just now chimerical, but the commercial treaties of 1860–70 would have appeared just as unlikely a few years before their negotiation."

In 1892 two customs groups of states were formed in Europe. The first, comprising France, Spain, Russia, and several smaller states, placed great stress on possessing absolute freedom of action in regard to tariffs, and gave notice that they would consider commercial treaties. A few years later, Russia left this group and joined the second group, known as the Middle-European Commercial Treaty System, which finally comprised Germany, Austria, Russia, Italy, Switzerland, Belgium, Roumania, Servia, and Bulgaria. The object of the Middle-European System was to unite by means of tariff concessions, but not by a zollverein or customs union, the interests of its component countries, and to make their commercial relations stable for at least twelve years from 1892. Small states have also, so far as regards the fiscal incidents of international trade, attached themselves to their more powerful neighbours, as for example Monaco, which has so joined France. On the American continent there has been in existence for very many years a strong movement in the United States towards a customs union, as against the rest of the world, of all states of the American continent. At present, however, there seems to be little possibility of success in that direction. Whatever possibility does exist may, most probably, be attributed to the peculiar commercial, geographical, and racial relationship of the United States and Canada. Were

there to be a reversion on the part of Great Britain to that now discarded colonial policy of *laissez faire*, which was introduced with the free-trade policy of 1846, a customs union between the United States and Canada would be only a question of time and detail. Even now Canada, unless she can obtain admission to a customs union of the British Empire, is in danger, by mere force of circumstances, of being drawn into some form of customs union with the United States. The German zollverein should here be a warning to England. The zollverein led to a political confederation and the establishment of the German Empire, with Prussia as predominant partner; and since then repeated efforts have been made to establish a zollverein to include Austria-Hungary and Italy as well as the German Empire. A United States-Canadian customs union would probably end in like manner, with the United States as the predominating element in the new republic-empire, and with the possibility of extension among the other American States.

It is not surprising, therefore, when regard is had to the extent and extraordinary characteristics of the oversea countries subject to the British Crown, that the zollverein ideal has taken a prominent place in British politics. And it is not impossible, from the point of view of precedent, that Canada, though continuing a British possession, should join a foreign nation, such as the United States, in an American zollverein. Thus, since 1867, the Grand Duchy of Luxembourg has been recognised as politically a neutral territory, but nevertheless, for commercial purposes, it is yet included in the German zollverein. Again, in 1898, the then independent Republic of the Orange Free State entered into a customs union with the British South African colonies; and afterwards, by a convention agreed to in March 1903, the successor of that Republic—the present Orange River Colony—became a member of a re-established general customs union between all the British colonies and territories of South Africa, including Basutoland and the Bechuanaland Protectorate. It must not be forgotten, however, that in this South African zollverein, as in its German prototype, there were no import duties between one another of the constituent territories, the essential object of the association being mainly the adoption of a common tariff of import duties as against the rest of the world. Now, almost as a natural sequence, the colonies of the Cape of Good Hope, Natal, the Transvaal, and the Orange River are uniting, as from May 31, 1910, in a Legislative Union under the name of the Union of South Africa. Customs unions identical with the political confederations to which they correspond, such as those of the United Kingdom, the United States, Switzerland, and Austria-Hungary, need only to be referred to in passing. They are of a character that can teach nothing of material importance in a discussion of the zollverein issue as now before the public.

It is sufficient, for present purposes, to note at this point of our inquiry the conclusions which must inevitably be drawn from a consideration of the foregoing facts, which present the salient features of a zollverein, or customs union, comprised of more or less independent units. There is obviously a tendency towards the union, as extensive as possible, of independent foreign states, the object being the abolition of tariff restrictions as between the associated states themselves, and the presentation to the rest of the world of one enlarged and more powerful fiscal unit. Such a union may include countries which are actually the possessions of states not parties to the union, and, therefore, a state which desires to retain wholly a possession likely to be incorporated in a foreign zollverein is bound, of necessity, to afford it some advantage equivalent to that offered by the possible zollverein. Fiscal union may reasonably be regarded as but a stepping-stone to political union. The British colonies are themselves, where it is geographically possible, inclined to resolve themselves into customs unions.

In addition to the foregoing, it may be added that the general fiscal policy of the British colonies is that of protection, a statement abundantly proved by the tariffs of Canada, Australasia, and British South Africa. And further, it may be hazarded that those colonies enjoying in any appreciable degree the advantages of

self-government, are inclined to revert to the British colonial policy in vogue until the period of the domination of the principle of free-trade—a policy of preferential tariffs with the mother country. That policy was such that those colonies had up to the period mentioned enjoyed advantages over foreign countries in British markets for many of their products, and in return they had often submitted to trade restrictions imposed by the Imperial Parliament. Canada unhesitatingly led the way in this respect by granting certain tariff preferences to British imports, and this she did in the face of a foreign opposition which for some time bade fair to end in a tariff war between Germany and Great Britain. But such a war was quite impossible. Germany was faced by the inexorable conditions of her own existence as a commercial power, and by them, more in fact than by purely political considerations, was forced to restrain her opposition. Then, too, the Colonial Conferences of 1887, 1902, and 1907 were made the occasions of striking indications of the feeling of the colonies on this question of preferential tariffs. In that of 1887, Cape Colony proposed a plan of preference, including an incidental scheme of imperial defence, which was urged as tending to "establish a feeling on the part of the colonies, that whilst they were paying for the defence of the empire, they were at the same time enjoying in British markets and inter-colonial markets certain advantages which foreigners did not enjoy. That would establish a connecting link between the colonies mutually as well as between the colonies and the empire also, such as is not at present in existence, and which might further develop by-and-by into a most powerful bond of union." In the Conference of 1902, resolutions were passed which counselled the colonies to give preferential treatment to the United Kingdom, and urged the United Kingdom to do likewise with regard to the colonies. And the colonial premiers there assembled undertook to recommend their respective governments to adopt such preferential tariffs. Now other colonies have joined Canada in preferring British imports. In March 1903 the South African Customs Union Convention was agreed upon, and very noteworthy are Articles III. and IV. thereof:—

III. A rebate of Customs Duties shall be granted on any goods and articles, the growth, produce, or manufacture of the United Kingdom imported therefrom into the Union for consumption thereon to the extent following:—(*a*) In the case of goods and articles liable to Customs Duty under Class I., II., or V. a rebate of 25 per cent. of any duty chargeable thereon at an *ad valorem* rate but of no other duty, and (*b*) In the case of goods and articles liable under Class III. to duty at an *ad valorem* rate of 2½ per cent. a rebate of the whole of such duty. Provided, that the manufactured goods and articles in respect of which such rebate as aforesaid shall be granted shall be *bonâ fide* the manufactures of the United Kingdom, and that in the event of any question arising as to whether any goods or articles are entitled to any such rebate as aforesaid, the decision of the Minister or other Executive Officer in whom the control of the Customs Department immediately concerned is vested, shall be final. IV. A rebate similar to that for which provision is made in the last preceding Article, shall be granted in like manner and under like provisions to goods and articles the growth, produce, or manufacture of any British Colony, Protectorate, or Possession granting equivalent reciprocal privileges to the colonies and territories belonging to the Union, provided that no such rebate shall be granted in the case of any particular Colony, Protectorate, or Possession until on and after a date to be mutually agreed upon, and publicly notified by the parties to this Convention.

Thus has the policy of preferential tariffs obtained an important and essentially practical position in the commercial conditions of the British Empire. Originally an element in the colonial policy of the imperial Government, it was abandoned, admittedly without other than doctrinnaire reason, about sixty years ago. The self-governing colonies, left to themselves, have since generally adopted the policy of protection, and have subsequently advocated, and, when possible, initiated policies of preference in favour of the empire. And so they now approach the mother country, anxious that the imperial bond shall be drawn more tightly; that the commerce of the empire shall flourish in the future even more than it

has in the past; and that all the constituents of the empire—mother country, colonies, protectorates, and possessions—shall also individually increase in wealth and power. They urge that the unique self-sufficing resources of the empire shall be developed. They suggest that all this is possible by a development of the principle of the zollverein—modified and extended so that the British Empire shall be one customs union as against the rest of the world. A zollverein in principle and in fact, even though, because of the peculiar characteristics of its constituents, a policy of free-trade throughout the empire is, in their view, impossible, and, for the present, a common council and fund cannot be established.

Federation by Preferential Tariffs.—The root principle of this policy is that each constituent country of the empire must have an appreciative regard for the fiscal conditions obtaining in the others. The free-trade Englishman is required to recognise that the protectionist Canadian may be justified in his protectionism, and the Canadian must have a like respect for English free-trade. Neither free-trader nor protectionist can now fall back upon his policy as the inevitable expression of some natural or economic law. He must consider it as a policy merely. The discussion, for the present, is concerning the merits of the present alleged imperial disorganization as against those of the proposed federation on the basis of preferential tariffs. There is really no room in it for the dogmatic extremist on either side. This is inevitable, for under the system of preferential tariffs, "while each self-governing division of the empire would be left as free as before to choose between a tariff for protection or one merely for revenue purposes, it would be bound to make a fixed discrimination in favour of countries within the empire as against countries without it." Enough has been said to show that no further discussion on the subject will be satisfactory unless and until some special notice has been taken of the conflicting policies of free-trade and protection.

The Free-trade *versus* Protection controversy is one—above all other political questions perhaps—that requires a most unprejudiced investigation and discussion. And especially is it so in England. Free-trade, until recently, was an absolute dogma of the academic economists. When any proposal was mooted which was inconsistent with the accepted principles of free-trade the heavy guns of the professors and their schools were forthwith brought to bear against it. The authors were derided and held up to ridicule as ignorant persons who assumed to discuss abstruse and esoteric doctrine which should be dealt with only by the elect. Thus one present-day controversialist of the academy who, somewhat inconsistently, condescended into the arena of the pamphlet, informed his readers that "exposition [of the economics of free-trade] is always difficult, and when the audience is strange, it is especially so. For the economist, in the political arena, is debarred from the use of his accustomed weapons. His science possesses an elaborate technical apparatus of mathematical and diagrammatic method which is designed to facilitate the work of analysis. All this must be left behind, and complex conceptions must be explained, as far as possible, without the use of their special and appropriate terminology." It is unfortunate that this author could not give the precise results of the mathematical analysis appropriate to the subject he assumed to expound, even though the ignorance of his readers might require the relegation of the process itself to an appendix, or even to the obscurity of his note-book. A recognised authority on the subject has written that "not only is mathematics a foreign language 'to the general'; but even to mathematicians a new notation is an unknown dialect which it may not repay to learn. Professor Marshall says: 'It seems doubtful whether any one spends his time well in reading lengthy translations of economic doctrines into mathematics that have not been made by himself.'" And with regard to his being debarred from the popular use of the diagrammatic method, the following extract from the writings of an acknowledged master of that method would seem to suggest that the author we refer to did not in fact use the method in his analysis, so far as it went: "For the purpose of conveying readily to the mind the general facts

contained] in a table of figures, nothing seems better suited than some form of diagrammatic representation. . . . It requires a very special training to be prepared to grasp readily the salient points of complicated schedules of figures, which can, however, be exhibited very readily even to the untrained by means of such diagrams. This renders them of great service to teachers of economics." The fact is that English professional economists, saving a few brilliant exceptions, were, until lately, nothing but the exponents of tradition. Original and practical teaching was the last thing to be expected from them. At the best they could translate or abstract the works of Germans, without, however, venturing to take up the general position of those masters of "National" economy—that neither free-trade nor protection is an absolute ideal, but each only is a system which may or may not suit any country at a particular stage of its progress. The common-sense man of business should therefore be careful to treat the doctrines of academic economists with some like caution. Pompous verbosity cannot take the place of evidence and proofs.

In the days when free-trade first pressed its claims upon the electors the general feeling was strongly against it, so that, consequently, only so far as converts could be drawn from the ranks of the protectionists was there any possibility of the political domination of the invading principles. That domination was practically established about sixty years ago, and from then has been maintained in all its integrity in the theoretical official politics of the United Kingdom. And consistently with these circumstances the free-trade régime has been accepted by the last two or three generations of politicians as at least a persistent national necessity. Until the last few years there existed a widespread belief in free-trade which did not depend upon an independent and reasonable examination of its value as a modern policy, but which was almost entirely derived and sustained from and by an implicit and unreasoning confidence in mere tradition. There is even yet a need for unprejudiced discussion of the controversy. Faith in free-trade, or in protection, based only upon tradition and prejudice, must be put aside. The only adherence, to either free-trade or protection, which can be honest and useful to the community is that uninfluenced by either tradition or prejudice.

Conversion of Free-Traders.—It may be that the result of a general investigation will be a great conversion of free-traders. They may arrive at the conclusion that free-trade and protection are both only policies, and that neither has an absolute validity in practical politics. If this should be so, it will be consistent with the fact that free-trade is now the generally accepted principle of our national fiscal policy. On the other hand, this investigation and discussion may strengthen this country in its adherence to free-trade principles. But in any case conversion should never be a political offence, for had not the leading original free-trade statesmen been converts from protectionism there would probably have been no such thing as a free-trade England. Sir Robert Peel, the great free-trade statesman, was always most strenuously attacked, on the ground that he had changed his opinions on the subject of the controversy; and it is instructive to note the tone in which those attacks are reprobated by Mongredien, the free-trade historian of the Free-Trade movement:—

"To the charge of having changed his opinion on a debatable question of political economy, the answer is obvious. If that change was the result of earnest inquiry and of conscientious conviction, it was not only not reprehensible, but it was highly praiseworthy. Adherence to detected error is only another form of apostasy from acknowledged truth. That Peel did not, at an earlier period of life, perceive the error or ascertain the truth, may be a reproach to his intellect, but cannot be a stain upon his character. Where is the man whom the experience of a life has left unaltered in all his youthful opinions? If there be such men, they must be commonplace persons, unobservant and unreasoning, who, having caught, like burs, at the prevailing notion of their day, have got entangled and fixed there. They are consistent (as it is called) simply because they are unchanged;

and they are unchanged because they are mentally purblind. The man who, having reached the age of fifty, retains the precise opinions which he held at the age of twenty, must either have had the exceptional good fortune of hitting, at that early period of life, upon the exact, complete, and irrefragable truth on all subjects, or he must have shut his eyes and ears to the reception of the new facts, new ideas, and new arguments which the progress of human inquiry are constantly bringing before us. Peel's convictions were perfectly sincere at every stage of their transfer from one to another set of opinions. His gradual conversion to, his subsequent open recognition of, and his final resolve to act upon, the principles of Free-Trade, were operations inspired by the dictates of conscience—certainly not by the promptings of self-interest. Who, therefore, can cast blame upon him in this respect, unless it be the 'superior person'—that 'faultless monster'—who, being infallible himself, exacts from others the same absolute perfection, susceptible of neither progress nor improvement?"

Change in economic conditions.—One of the points very fairly insisted upon by those who object to the present free-trade system, or are anxious for an impartial inquiry into modern, political, and commercial conditions, and their relationship to free-trade, is that modern conditions are very different from those obtaining at the time of the establishment of the system, and that existing conditions may not, upon consideration, warrant the maintenance of free-trade as a dominating principle of British politics. This point strikes at the very root of an unquestioning maintenance of free-trade as an absolute political principle. If free-trade be such a principle—a "law," in effect—then the existing conditions, if different from those of the middle of the nineteenth century, must be clearly apprehended, as a whole and in detail, with a view to the requisite modification of the practical application of the principle. If it be not such a principle, then obviously, if conditions have changed, its present application is *primâ facie* unjustifiable, and, maybe, injurious. In either case an unprejudiced investigation and discussion is now imperative, if even only *primâ facie* evidence of change is available. Fortunately there is no difficulty in adducing evidence which may very reasonably be claimed as conclusive. Any ordinary person who draws upon his own knowledge and experience alone must inevitably come to the conclusion that there has been some change of conditions—that it only remains to discover the extent and nature of the change. A prejudice that would restrictively influence his conclusion would be a distinctly dishonest and anti-social one. To Sir Robert Peel, again, can reference be usefully made in this connection. He, in the course of the final debate on the policy of British free-trade, summed up the then existing conditions in a speech which John Bright, on the night following, referred to as "more powerful and more to be admired than any speech ever heard in this house within the memory of any man in it." In these words did Peel then speak:—

"Survey our position; consider the advantages which God and nature have given us, and the destiny for which we are intended. We stand on the confines of Western Europe, the chief connecting-link between the old world and the new. The discoveries of science, the improvements in navigation, have brought us within ten days of St. Petersburg, and will soon bring us within ten days of New York. We have an extent of coast greater, in proportion to our population and the area of our land, than any other great nation, securing to us maritime strength and superiority. Iron and coal, the sinews of manufacture, give us advantages over every rival in the great competition of industry. Our capital far exceeds that which they can command. In ingenuity, in skill, in energy, we are inferior to none. Our national character, the free institutions under which we live, the liberty of thought and action, an unshackled press spreading the knowledge of every discovery and of every advance in science, combine with our natural and physical advantages to place us at the head of those nations which profit by the free interchange of their products."

British trade.—So let us re-survey our position, in the light of modern conditions, following the detail relied upon by Peel as the necessity for the establishment of free-trade. Geographically, we certainly stand where we did then, but,

having regard to the fact that foreign trade is now carried on between all the great countries, and over practically the whole world, our position is not now so relatively valuable. It is not now a question of dominating the trade of western Europe; it is not even a question of connecting the old world and the new. Western Europe is no longer the market for the new world, for in the United States alone there has arisen a commercial centre, claiming to be a connecting link between the occident and the orient. And it is in the orient and in tropical and subtropical countries, undeveloped and unappreciated sixty years since, that Europe, including the United Kingdom, is now forced to find the principal scene of her future foreign trade. It would be ludicrous, if it were not so painful, to note, as an illustration of the keenness with which every corner of the earth is now sought out by more countries than Britain, that, for the supply of the poor clothing of the Congo people, four countries are now strenuously competing—Britain, Germany, the United States, and last, but not least, India. What good, then, to talk to-day only of the connecting link between the old world and the new! And the discoveries of science and the improvements in navigation have not operated only to reduce the distance between this country and St. Petersburg and New York. Science has no national prejudice. Its rewards are equally to all who can learn its lessons. It is not England alone that draws nearer to foreign markets; our commercial competitors do so also. The great free-trade advocates seem to have been intoxicated with the then glorious isolation of England as a manufacturing country, adapting to her use every aid that science could suggest. What though St. Petersburg and New York were only ten days from Great Britain and were likely to be less, if Russia and the United States could also learn of science and free themselves from dependence upon British manufactures, if other countries than ours could apply science to industry, and obtain direct imports of raw materials instead of through the warehouses of Great Britain! In the days of Peel this country had almost the monopoly in the cotton industries, but about the year 1880 she possessed only 55 per cent. of all the spindles at work in Europe, the United States and India, and a little more than one-half of the looms. In 1893 the proportion was still further reduced to 41 per cent. of the spindles (45,300,000 out of 91,340,000). The annual average during the period 1905–8 is, however, over 50 per cent. We thus lost ground while the others were winning. Only a very few years ago the British cotton industry was in a state of deplorable stagnation, the employees out of work, and, when working, earning not even a living wage. And the fact is so natural, and might so readily have been foreseen, that one stands amazed at the irrational optimism of the year 1846. "There is no reason," writes Prince Krapotkin, "why Britain should always be the great cotton manufactory of the world, when raw cotton has to be imported into this country as elsewhere. It is quite natural that France, Germany, Italy, Russia, India, Japan, the United States, and even Mexico and Brazil, should begin to spin their own yarns and to weave their own cotton stuffs. But the appearance of the cotton industry in a country, or in fact of any textile industry, unavoidably becomes the starting-point for the growth of a series of other industries; chemical and mechanical works, metallurgy and mining, feel at once the impetus given by a new want." Germany affords another valuable illustration in this connection. The average importation into Germany of raw cotton during the period 1836 to 1840 was about 9,000,000 kg., and from 1866 to 1870 68,000,000 kg. Since 1894 the increase has been even more remarkable, rising from 150,000,000 kg. in that year to 280,000,000 in 1896. Now the cotton production of Germany, on the annual average of 1905-8, employs 9,599,000 spindles as against 5,950,000 in 1890-4. And turning from a particular industry to a particular country, Russia, referred to by Sir Robert Peel, affords a remarkable instance for the purposes of this re-survey. Notwithstanding the "ten days," yet our imports into Russia

have persistently and seriously fallen in value. The following is the account given by Prince Krapotkin: "Manufactured goods make now only one-fifth of the imports; and while the imports of Britain into Russia were valued at £16,300,000 in 1872, they were only £6,884,500 in 1894 [£7,185,185 in 1896]. Out of them manufactured goods were valued at a little more than £2,000,000, the remainder being either articles of food or raw and half-manufactured goods (metals, yarn, and so on). In fact the imports of British home produce have declined in the course of ten years from £8,800,000 to £5,000,000, so as to reduce the value of British manufactured goods imported into Russia to the following trifling items: Machinery, £2,006,600; cottons and cotton yarn, £395,570; woollens and woollen yarn, £287,900; and so on. But the depreciation of British goods imported into Russia is still more striking. Thus, in 1876, Russia imported 8,000,000 cwts. of British metals, and then paid £6,000,000; but in 1884, although the same quantity was imported, the amount paid was only £3,400,000." There has, however, been a substantial increase in our manufactured exports to Russia since 1906. In that year the value was nearly £9,000,000, in 1907 over £11,000,000, and in 1908 nearly £13,000,000.

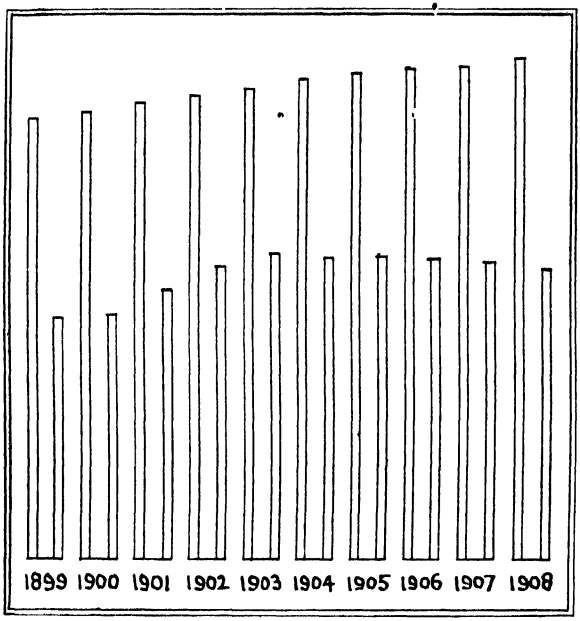
The abnormal extent of our coast is no argument, one way or the other, in the free-trade controversy. As to our maritime supremacy that, considered as a whole, undoubtedly remains, but not, as was the case sixty years since, without serious rivals. Science has come to the aid of our rivals, and it is only by persistent effort that the United Kingdom can maintain its place in the shipbuilding world. Germany may be named as an easy second, if not equal, in certain classes of ships. Then, some account must be taken of the fact that, by means of the facilities offered by the Companies Acts, there is now a considerable and ever increasing amount of foreign capital invested in British shipping. All this indicates generally that the conditions of British shipping are not by any means the same as obtained at the time of the establishment of free-trade. Some significant facts, in this connection, were brought to light by a consular report from St. Petersburg. In 1896 British tonnage constituted 50·9 per cent. of that of all nations entering St. Petersburg and Cronstadt; in the year 1902 the percentage had dropped to 31·1, and the decrease not only extends to these ports alone, but obtains at nearly all the ports of the Russian empire. Our consul attributes the falling-off to—amongst other causes—successful competition from foreign vessels, especially those sailing under the German and Danish flags. But notwithstanding all this, so far as statistics are available, we appear to be maintaining our supremacy. And when we turn to iron and coal the present position of the United Kingdom is obviously by no means so enviable as it appeared in the optimistic view of Sir Robert Peel. To-day the iron and coal in the hands of our competitors are a serious menace to England's commercial supremacy. But Canadian coal may yet save a British empire.

"Our capital far exceeds that which they can command" is a statement that may have had considerable truth in the year 1846. To make it, however, concerning present day conditions would be mere foolishness. In 1850 the wealth of the United States, that is to say the true value of the real and personal property there, amounted to $7,135,000,000, or $307·69 per head of the population; in 1900, the latest year in respect of which statistics on this point are available, the wealth of that country was officially estimated at $94,037,000,000, or $1,235·86 per head. Germany, Russia, and France can also tell a tale in respect of their wealth which, though not so brilliant a story as that told by the United States, is yet sufficient to show that England no longer enjoys its former splendid isolation as the one supremely wealthy nation of western civilisation. It may, of course, be answered that wealth is not capital: but the foregoing statements are nevertheless most relevant to the argument. What is wealth to-day will be capital to-morrow. Thus the United States, for example, has constantly during the last sixty years been increasing its capital as fast as it

A YEAR'S RAILWAY WORK

A YEAR'S RAILWAY WORK

ONE illustration of the vast and still increasing growth of railway enterprise in the United Kingdom may be seen by looking at the amount of the paid-up railway capital in various years, and by contrasting this capital with the amount of the National Debt. As the most recent general report to the Board of Trade, issued up to April 1910, relates to the year 1908, I state the facts for the ten years 1899–1908 :—



A comparison, for the ten years 1899–1908, of the amount of paid-up Railway Capital of the United Kingdom with the amount of the National Debt [Railway Capital in Yellow, National Debt in Blue.]

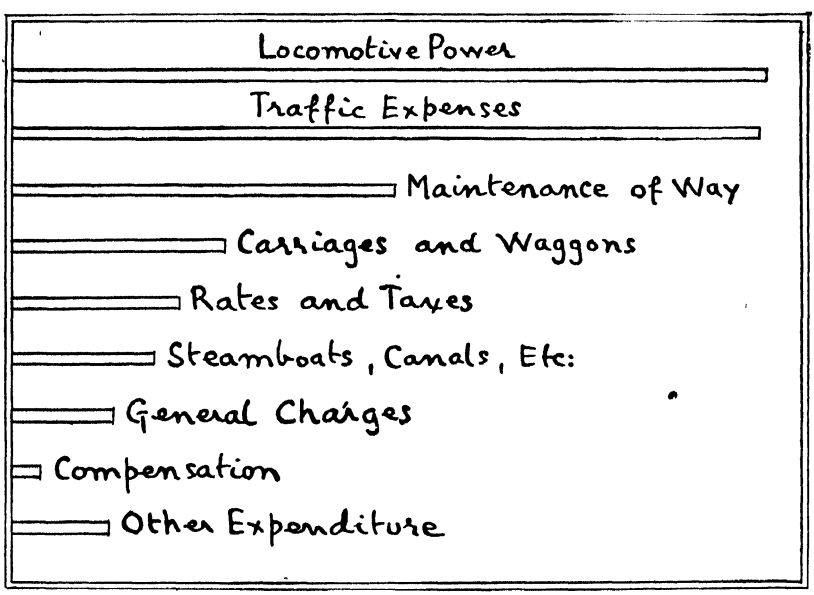
Year.	Amount of Paid-up Railway Capital.*	Amount of the National Debt.	Percentage of Railway Capital to National Debt	
			Railway Capital.	National Debt.
	Million £	Million £	Per Cent	Per Cent.
1899	1152	635	181	100
1900	1176	639	184	100
1901	1196	706	169	100
1902	1217	765	159	100
1903	1236	798	155	100
1904	1258	794	158	100
1905	1273	797	160	100
1906	1287	789	163	100
1907	1294	779	166	100
1908	1311	762	172	100

* A part of this capital represents nominal additions of capital on the consolidation, conversion, and division of stocks.

In 1899 there were £181 of paid-up railway capital for every £100 of National Debt, and in 1908 the percentage was £172 per £100.

With regard to the yearly receipts and expenditure of the Railway Companies, the results for the year 1908 were :—

	Million £.
Total Receipts. . .	119.9
Working Expenditure .	76.4
Net Yearly Earnings.	43.5



Showing the Items that make up the Total Working Expenses of Railways in the United Kingdom, namely, 76 4 Million £ in 1908.

A YEAR'S RAILWAY WORK

The receipts of Railway Companies were over 2½ millions per week, and their net earnings were £836,000 per week, or nearly £120,000 per day. The receipts of 119.9 millions were made up thus:—

	Million £.
Goods Traffic	58.9
Passenger Traffic	51.7
Miscellaneous (Rents, Tolls, &c.)	9.3
	119.9

The working expenditure of 76.4 millions was composed of:—

	Million £.	Per Cent. of Total.
Locomotive Power	21.85	28 6
Traffic Expenses	21 66	28 4
Maintenance of Way, &c.	11.08	14 5
Carriages and Waggons	6 20	8.1
Rates and Taxes	4.88	6.4
Steamboats, Canals, Harbours, &c.	4.12	5.4
General Charges	2.92	3.8
Compensation, Goods / Compensation, Persons	0.82	1.1
Government Duty	0.34	0.4
Legal and Parliamentary Expenses	0.26	0.3
Miscellaneous Expenses	2.27	3.0
Total Expenditure	76.40	100.0

Coming now to the detailed receipts from passenger traffic, 51.7 million £, these are:—

Ordinary Passengers—	Million £.
Third Class	32.11
First ,,	3.27
Second ,,	2.72
Season-Ticket Holders	4 52
Excess Luggage, Parcels, Horses, Dogs, &c.	9.05
Total Receipts from Passenger Traffic	51.67

The above figures show very clearly that the third class passenger is the most important client of the Railway Companies. Of the ordinary passenger receipts, 38.1 millions, the percentages contributed by each class were as follows.—

	Per Cent.
Third Class Passengers	84 3
First ,, ,,	8.6
Second ,, ,,	7 1
	100 0

We see that the third class passengers contributed no less than 84 per cent. of the total amount paid by ordinary passengers.

The following is a comparison of the numbers of ordinary passengers of each class, carried in the year 1908, not including the journeys of season-ticket holders:—

Passengers.	Number (Millions)	Per-centage
Third Class	1213	94.9
Second ,,	34	2 7
First ,,	31	2.4
Total No. of Ordinary Passengers	1278	100 0

Nearly ninety-five passengers in a hundred are third class passengers, and the remaining five are second and first class passengers.

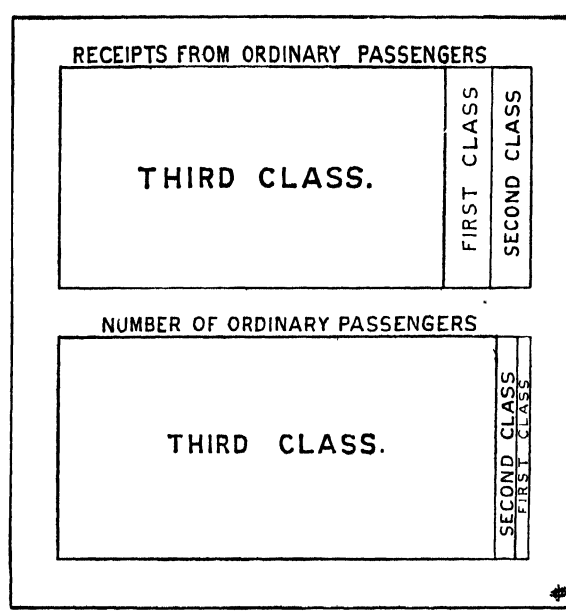
We have just seen that 1278 millions of ordinary (non-season-ticket) passengers were carried during the year 1908 by the railways of the United Kingdom: 3,500,000 passengers per day. As the population in 1908 was 44½ millions, these 1278 millions of passengers are equivalent to each one of the whole population of 44½ millions having made 28 railway journeys during the year.

Coming now to the mileage during 1908. There were 23,205 miles of railway open, of which 12,926 miles were double lines or more than double lines.

The mileage travelled during 1908 was as follows:—

	Million Miles.
Passenger Trains Travelled	264.5
Goods ,, ,,	157.2
Mixed ,, ,,	1.5
Total Mileage Travelled	423.2

No one can realise what is meant by 423 millions of miles travelled, unless this huge figure is explained by an illustration that can be grasped. The circumference of the Earth at the Equator is 24,899 miles, and we can understand the meaning of going round the Earth. A yearly train-mileage of 423 millions of miles is equivalent, in distance covered, to going round the Earth once in every 31 minutes (approximately) of the year 1908, day and night without cessation. Or it is equivalent to going round the Earth nearly 17,000 times during one year. Those are two illustrations of the year's railway work.



The Predominance of the Third Class Passenger. Showing the Percentage contributed by each Class of Passenger to: I. Ordinary Passenger receipts, and II. Number of ordinary Passengers carried.

A YEAR'S RAILWAY WORK

The mean distance from the Earth to the Sun is 92,890,000 miles. Our trains travelled 423,000,000 miles. Applying this huge train mileage to the distance between Earth and Sun we have two journeys from the Earth to the Sun, two more from the Sun to the Earth, and a fifth journey that covers one-half of the distance from the Earth to the Sun. One year's work by our railway trains.

The receipts and expenditure per train-mile were :—

	Pence.
Receipts per Train-mile from Traffic . .	62.70
Expenditure per Train-mile, not including Harbour, &c., Expenses . . .	40 99
Net Earnings per Train-mile . .	21.71

We see that a train earns a profit of rather more than 1s. 9d. per mile that it runs.

Coming to the tonnage of goods and minerals carried during 1908 by the trains of the United Kingdom, the facts are :—

	Millions of Tons.
Minerals	388
General Merchandise . . .	103
Total Tonnage . . .	491

The tonnage of goods carried was 491 millions of tons. This is equivalent to over one and one-third million tons per day, to over 56,000 tons per hour of the day and night, to 934 tons per minute of the year 1908.

J. HOLT SCHOOLING.

has increased its wealth. And so, to-day, Wall Street has become a competitor with Lombard Street in the ambitious effort to finance the nations of the world. In 1899 and 1900 alone, New York subscribed $25,000,000 of Mexican debt, £10,000,000 of English debt, $10,000,000 of Swedish debt, 80,000,000 marks of German debt, and $3,000,000 of Montreal debt, as well as large amounts of the Hamburg and Cologne City Loans, and very considerable Russian railway issues. In 1908 the Gold Reserve held by the Bank of England was £30,700,000, that of the Bank of France £139,500,000, that of the Imperial Bank of Germany £49,000,000, and that of the United States Treasury £46,000,000. But these figures, to have any real value, should be read in relation to the notes or certificates in circulation against which the reserves are largely held. Hence it is clearly evident that the position of England, as a commercial power, has greatly changed since the year 1846.

Food supply.—In 1841 Britain grew wheat for 24,000,000 of people, and at that time not nearly all her land was in use, nor was her farming of the best. In 1846 the free-trade statesmen saw this country supplying more than sufficient food for the needs of its population. They saw it also the manufactory of the world. They saw it an absolutely self-sufficient country—the realisation of the national ideal. All that time the British world-supremacy was unique, and, to those whose political ken was clouded by self-satisfaction, it bid fair to continue for ever. Thenceforth Britain should be both an agricultural and a manufacturing state. Unfortunately, however, the inevitable has happened; the agricultural element in British supremacy has vanished, and given place to the all-pervading extension of the manufacturing. Thus another and most important change in the conditions of 1846. During the eight harvest years, 1853–1860, not more than three-fourths of the aggregate amount of wheat consumed in the United Kingdom was of home growth, the remaining one-fourth being derived from foreign sources. Twenty-five years later two-thirds were obtained from abroad. To-day we produced at home only about one-fifth of our supply of wheat. National self-sufficiency, to take the food question alone, is therefore no longer a reason for free-trade. And out of this oversea supply—to take the year 1902—about 66 per cent. was derived from the United States, 6 per cent. from Russia, and 12 per cent. from British possessions. In 1905–8 the average annual amount of wheat imported into this country from foreign countries was only 67·8 per cent. of the total oversea supply, the balance of 32·2 per cent. being imported from British possessions; and the supply from our possessions has been steadily increasing to the above percentage for the last ten years.

The Colonies.—And the question of food supply leads naturally to a notice of the change in conditions effected by the expansion of our colonial empire. In 1846 the colonies were regarded as hindrances to our national well-being. In fact our treatment of the colonies affords a signal example of the harm that can be done by statesmen who regard the policy of free-trade as an absolute political principle. Referring to the influence of this policy during the first period of the free-trade régime, Professor Bastable, who, it may be remarked, was a signatory to a manifesto of professors of political economy against the proposed policy of preferential tariffs, writes as follows:—

"The careless way in which all control over the trade relations of these rapidly-growing communities was surrendered by the Imperialist Government is a characteristic illustration of the disposition of statesmen a quarter of a century ago. That the colonies were sure to fall off like ripe fruit from the tree was the generally accepted view, and that they, in common with all other countries, were to be free-trading in policy, was also regarded as certain. The dominant sentiment of the present day is curiously in contrast with this complacent belief. English producers have found that they are met in many countries by high duties, and have besides to encounter the keen competition of energetic rivals. British commercial supremacy is thought to be seriously threatened, and thus the very arguments that were once used in favour of the removal of protection are now employed in support of some form of federation. It is argued that the British Empire possesses

nearly every important product within its territory, and that real free-trade over its nine million square miles would be of more practical advantage than the existing English system, accompanied by hostile tariffs in other countries. If imports and exports tend to balance, then the refusal of the latter must lead to the stoppage of the former. When America, France, Germany, and Russia will take nothing from us, we can in turn get nothing from them. Consequently it would seem that a Customs League with the colonies, even if accompanied by protection against the outside world, would on recognised economic principles be advisable. To the case as so put we must say, in Adam Smith's phrase, that it is 'a matter of deliberation.'"

Colonial administration.—It is essential to a reasonable appreciation of the nature and possibilities of an inter-imperial customs union, when the empire is largely colonial, that some account should be taken of the usual characteristics of the political relationship of the world's colonies with their respective mother countries, noticing, particularly, those of the British colonial relationship. The first point to which attention is directed is that involved in the question—What is a colony? The practical answer is that the term includes *all territory not contiguous to the country to which it belongs and by whose government it is controlled.* India may therefore, equally with Australia, the Hawaiian Islands, or the Bahamas, be dealt with as a colony. And so the term is not confined only to communities of settlers, and their successors, in a new or a foreign country politically dependent upon the state from which the settlers were derived. But technically, in England, the signification of the term is strictly limited to the possessions of the British crown administered and controlled by the Secretary of State for the Colonies. Thus India, being within the province of a specially assigned Secretary of State for India, is not technically a colony, quite apart from the fact that is has definitely attained a nominal imperial status. And so a territory would not be technically a colony which, being perhaps but recently acquired by treaty or conquest, is for the time being in the office of either the Foreign Secretary or the Secretary for War. Nevertheless, any territory of either of these classes, if it be a commercial unit, is quite accurately described as a colony in the practical and most extensive sense of the term. The word "colony" will therefore be used in this article in its most extensive sense, so that even India, British East Africa, or the Hawaiian Islands, will be referred to thereby equally with Canada, Cape Colony, or Algeria. In order, however, to appreciate a colony so described as a commercial unit, it is necessary to discuss a further question —How is a colony governed? To this question it can be answered that, in the British Empire, at least seven types of colonial administration may be distinguished. They are found in:—(i) provinces; (ii) self-governing colonies; (iii) crown colonies, having legislative councils partly elected; (iv) crown colonies, having legislative councils nominated by the crown which reserves the power of legislating by orders in council; (v) "Factories;" (vi) Colonial office protectorates; and (vii) Foreign office protectorates. This classification is somewhat more extensive than, and on somewhat different lines to, any usually presented to the student of our colonial system. A strong temptation is therefore offered to stay and analyse and discuss its details. Space however prevents, and, moreover, the present purpose of the classification is more than sufficiently served if it does no more than enforce a due appreciation of the complicated structure of the British Empire and the great variety of forms in which colonial relationships exist therein. Once such an appreciation has been attianed it is impossible to do otherwise than recognise that the economic possibilities and advantages of an inter-imperial customs union are profoundly influenced in each colony by very special, and often unique, local political conditions.

A merely indicative illustration of the types already distinguished affords an ample justification for this view. Of type i. India is the great and solitary example. A secretary of state has charge in London of the general direction of the government. He is there assisted by a council that does not possess any

initiative powers, and is entirely influenced in his policy by the British point of view. India, though nominally an empire, is in fact a special instance of a British crown colony, its local legislative councils having a restrictive membership and strictly limited functions. Colonies of type ii., such as Canada and Australia, possess responsible government and representative institutions to the fullest extent. All laws are enacted by legislative bodies similar in general character to the Congress of the United States, each having an upper and lower body. Laws so passed are subject to the approval or rejection of the governor, who is appointed by the home government. The more important are submitted to the home government for approval. As a matter of practice, however, this right of approval or rejection is exercised as sparingly as is, in the United Kingdom, the right of veto possessed by the crown. The Bahamas may be noted as an illustration of type iii. There the executive government is conducted by the governor, who is appointed by the crown, aided by an executive council of nine members. The legislative authority resides in the governor, a legislative council of nine members appointed by the crown, and a representative assembly of twenty-nine "elected persons." The executive council is composed partly of officials and partly of unofficial members, who have a seat in one of the branches of the legislature. Of type iv. Ceylon may be instanced. The government is administered by a governor, aided by an executive council of five members, namely, the lieutenant-governor and colonial secretary, the officer commanding the troops, the attorney-general, the auditor-general, and the treasurer. The legislative council consists of seventeen members, including the members of the executive council, four other office-holders, and eight nominated unofficial members. Of type v. there are two classes. First, those such as Rhodesia and the Niger territories, which either are at present or have been until recently governed by commercial companies under charter from the crown. There is usually some sort of legislative assembly, but legislation is, in practice, entirely in the hands of an official, such as an administrator, subject to the general supervision of a chief officer representing the home government. In the early colonial days these commercial settlements were known as "factories," and had often a considerable military importance. It is not therefore surprising to find that the second class of this type of colony may be illustrated by such places as St. Helena and Gibraltar. In the latter possession there is no executive or any legislative body. The governor, who is also the governor commanding the garrison, exercises all the functions of government and legislation. Type vi. is found in the Malayan Federated States, for example; and type vii. in British East Africa.

But outside the British Empire is found another type which includes Algeria, a French colony, and the Hawaiian Islands, a colony of the United States. Algeria is not included in the general term of the French colonies, having government and laws distinct from the other colonial possessions, and being looked upon as a part of France. The French Chambers alone have the right to legislate for Algeria, while such matters as do not come within the legislative power are regulated by the decree of the President of the Republic. Nor do the Hawaiian Islands take the technical position of a colony. They constitute a "non-contiguous territorial division" belonging to and governed by the United States, and having the same constitutional rights as any other "territory" as distinguished from a state. Alaska and Porto Rico are other instances of such non-contiguous territories.

A colonial empire a necessity.—The British Empire is a complex organism, and its very existence would seem ultimately to depend upon that complexity. No part of it is independent of the rest, economically or politically. The loss of any part would be a loss acutely felt by that which remains; it would be a material diminution of strength and sufficiency. Political considerations may be left aside for the moment, for the economic call persistently for review. The mother country has her peculiar economic interests, the colonies have theirs, the empire has those of its own, which practically embrace and sum up the others.

No estimate of the value of a British colonial empire can have any importance which fails to take into impartial account the need of Great Britain for her colonies, the need of the latter for the motherland, and the necessity for the maintenance of a commercial and political system, call it empire or whatever one will, which has in view the mutual satisfaction of those needs and the binding together into one great whole, of the sources of that satisfaction—the motherland and the colonies. Do the colonies produce commodities required by the mother country, which the latter either cannot produce at all or has only limited facilities for so doing? Have the colonies an appreciable value as distributing centres for the products of the mother country? Are the colonies considerable purchasers from the mother country, in exchange for their peculiar products, of products of the mother country which are those more naturally produced than in the colonies? Such are some of the typical British and colonial interests which should be considered by those who would estimate the value of the colonies and the United Kingdom to one another, and of an empire which shall express their unification.

Productive power of the colonies.—To state that the colonies produce commodities required by the mother country, which the latter either cannot produce at all or is able to do so only to a limited extent, is to state an obvious truism. And the truth is not limited in its application to the British colonies, for it extends to all the colonial possessions of the world. Practically all the colonising powers are seated in the temperate zones, and of the 140 colonies of the world over 100 are situate in the tropics. And consistently with this it would seem that out of the 500 millions of people who inhabit the world's colonies nearly 450 millions are in the tropics. And "if we turn at the present time," writes Mr. Benjamin Kidd in his *Control of the Tropics*, "to the import lists of the world and regard them carefully, it will soon become apparent to what a large extent our civilisation already draws its supplies from the tropics. It is curious to reflect to what a large extent our complex, highly organised modern life rests on the works and productions of a region of the world to which our relations are either indefinite or entirely casual." And it is in the tropics and sub-tropics that all the colonies of the United Kingdom lie, except, chiefly, Canada, Northern India, and Northern Egypt and the territory contiguous thereto. And it is to the tropics and sub-tropics that the civilisation of the temperate zones—and particularly the civilisation of Great Britain—must look for the satisfaction of its primary needs. At the present day the United Kingdom imports in value annually about £7,000,000 sterling in gutta-percha and rubber from those regions—about £11,000,000 in tea, £15,610,000 in hemp, jute, &c., £5,000,000 in coffee and cocoa, £10,000,000 in chemicals, drugs, dyes, and cabinet woods, and £8,000,000 in tropical fruits, nuts, and nut oils. And in respect of importation of this character the United Kingdom is but typical of the other civilised countries of the temperate zone. It was recently estimated, in the United States official statistics, that the total annual amount of importation from the tropics and sub-tropics into such countries may be taken at £200,000,000 sterling, of which the United States takes £70,000,000, or £200,000 per day. The total imports of the United States for the year 1908 amounted to about £240,000,000—a figure which plainly shows that even that reputedly self-sufficient country is, as a matter of fact, largely dependent for the supply of its necessities upon the products of a part of the world now very largely, in some form or other, a part of the British Empire. And the United States would be the first to appreciate the value of the tropics, and, no doubt, if the opportunity occurred and excuse were available, to attach them to the Union—perhaps as colonies but, to use the American official phrase, as "non-contiguous territories." The subjoined extract from the official *Monthly Summary of Commerce and Finance of the United States* most assuredly justifies the foregoing, and at the same time serves as a warning to Great Britain not to relax her efforts to maintain the hold—colonial and otherwise—she now has on the tropics.

THE UNITED STATES MUST RELY UPON THE TROPICS FOR A LARGE SHARE OF ITS NECESSARY IMPORTS.

The grand total of imported articles . . [from the tropics and sub-tropics] forms about 40 per cent. of the total importations into the United States. They are of such character and form such an important factor i the food supply and in the manufacturing industries, that the demand for them must continue indefinitely and increase as population and consumption increase. On the other hand, the other classes of importations which do not come from the tropics are liable to be reduced by the growth or manufacture at home of certain articles now imported from the tropics; while of the tropical importations, none except sugar seems likely to be produced in the United States, and the tropics must therefore be relied upon to supply the constantly growing demand.

So much, in general, for the value of the tropics and sub-tropics to the civilised powers of the temperate zone. So much, in particular, for the value of the tropical and sub-tropical British possessions to the United Kingdom. Certainly, from the above point of view, it is clear that those possessions do produce commodities required by the mother country, which the latter either cannot produce at all, or can only do so to a limited extent. And a glance at the imports into the United Kingdom from colonies such as Canada and Australia and New Zealand will confirm, and even extend, to practically the whole of the British dominions beyond the seas, the conclusion already arrived at. The facts, in the present connection, can be stated very briefly in the form of an enumeration of some of the principal raw materials so imported. They are—asbestos, cork, flax, horse-hair, hemp, copper, paper-making materials, silk, skins and furs, wood and timber, and wool. Food-stuffs of every class are also so imported, including cattle, cocoa, butter, cheese, corn, eggs, fruit, meat, and wine. The raw materials mentioned are, for the most part, impossible of production in the United Kingdom, and many more could be included in the list if, as in the case of the food-stuffs mentioned, the impossibility is taken as depending upon restricted facilities. It can, of course, be rightly urged that the colonial imports thus enumerated are, as a rule, comparatively insignificant in amount when compared with those of a like character imported from foreign countries. And this fact should not be overlooked. But the lesson it teaches is not that the colonial imports should be depreciated, and the present and future value of the colonies to Great Britain be disregarded, but that those imports should be regarded as an earnest of what the colonies will produce, and be in a position to supply to the motherland in the future.

And in learning that lesson another will be at the same time learnt. The colonies are wealthy beyond measure in three great elements of commercial greatness which, relatively speaking, the motherland lacks, and which, if left to stand alone, she will relatively lose more and more at an ever increasing rate [*see* INTERNATIONAL TRADE]. They have almost immeasurable natural resources, increasing, and the potentiality of adequate populations, and the nuclei of the capital necessary to realise their future. And thus even the colonies themselves, considered as products and assets of their motherland, are testimony to the soundness of a proposal for imperial federation.

Colonies as distributing centres.—Hongkong and the Straits Settlements are remarkable instances of colonies whose value to the mother country as distributing centres is practically incalculable. They constitute the British gate to the orient. The figures on the following page speak for themselves.

Colonies as purchasers from the mother country and other colonies.—Naturally the importations into colonies, especially tropical colonies, are almost exclusively food-stuffs and manufactures—provisions, meats, clothing, and agricultural and mining machinery. Add to the difficulty of obtaining reliable and satisfactory labour in the tropics, the rapid deterioration of machinery by reason of climatic conditions, and the growing disposition to operate manufacturing industries in great groups

Exports from the United Kingdom.

Years.	To the Orient.*	To British Colonies.	To all Countries other than British Colonies.
	£	£	£
1840	2,009,535	17,099,006	34,203,734
1850	3,055,384	19,428,891	51,938,994
1860	9,748,206	43,664,835	92,226,392
1865	10,739,449	48,207,110	117,628,615
1870	16,146,478	51,814,223	147,772,599
1875	16,693,150	71,092,163	152,373,800
1880	18,436,805	75,254,179	147,806,267
1885	16,663,569	77,929,626	135,114,874
1890	19,751,887	87,370,383	176,160,202
1895	17,258,482	70,197,294	155,930,952
1899	24,074,533	87,597,468	176,894,743
1905	28,935,851	114,217,443	215,599,171
1908	24,693,136	126,765,027	250,338,787

* Does not include Australasia.

and with costly plants, and it is apparent that practically all the manufactures consumed in the tropics, as well as also those in the young colonies elsewhere, must be drawn from the United Kingdom, her more advanced colonies in the temperate zone, and the other commercial powers of the world. And these latter localities must also supply the breadstuffs and the meats for all tropical colonies. Yet Canada, in 1901, imported goods to the value of £39,126,478, of which only about £6,000,000 was necessarily, under present conditions, drawn from countries other than the United Kingdom and her colonies. The bulk of the remainder could, so far as the nature of the articles is concerned, have been supplied by the British Empire; the obstacle to such a supply is found in the present lack of commercial co-operation within the empire. It is not surprising, in view of that obstacle, to find that the United States contributed about £23,000,000 of the Canadian imports, and the United Kingdom only £8,500,000. But on the whole the British colonies effect their purchases, to a very fair extent, from the mother country. It is pointed out by those who oppose a federation based on preferential tariffs that the margin of trade is thus a very small one; that the cost of winning it would practically exceed its value. This view, however, is obviously too narrow, and one of its most brilliant exponents shall be our witness:—

"The zollverein issue is peculiarly one in which quantities are everything. It is so common to see writers misled by the varied productions and widespread character of the British Empire into the belief that it could at once be made self-supporting, and that free interchange between its different numbers would suffice for the perfect happiness and welfare of the whole, without recourse to the productions of foreign nations. Canada, they say, produces wheat; that settles the bread question. Australia produces mutton; it is enough, we need not buy other. Timber; we can get it from Canada. Hides; they have plenty in India and Australia. Metals; there is copper at the Cape and lead in Australia, iron in Canada and pyrites in Newfoundland. India-rubber; we can get it in British West Africa. Hemp; is it not grown in New Zealand? And so on, all through the list, for it is a sober fact that the British Empire produces every variety of food and material known to civilisation."

Thus Mr. L. G. Chiozza-Money in *British Trade and the Zollverein Issue.* Attention may be drawn, however, to three important points. First—"it is so common to see writers led into the belief" that the advocates of tariff reform expect that the empire can "at once be made self-supporting." Those advocates do not. But, secondly, they can surely believe in the sober fact so well expressed in the above excerpt. And, thirdly, it must be granted to them, in fairness, that their endeavour is to make the best use, according to their views, of this great

all-sufficing empire, by timely efforts and practicable means, for the advantage of the United Kingdom, the colonies, and the empire as a whole. They believe that the commercial position of this country is now in great danger, and that it can be maintained and improved only by a practical recognition that the future lies with the British Empire as a whole and not with any isolated constituent of it.

Foreign colonial systems, and the tariff relationship between the respective mother countries and their colonies.—*France.*—The commercial policy of France is one of emphatic protection, and she has accordingly enclosed herself within a rigid customs frontier defined by a TARIFF on the maximum and minimum system. Consistently with and as an extension of this policy she endeavours to protect, as far as possible, the trade of each one of her colonies in competition with other countries, and also to bring those colonies, as far as circumstances will permit, within her own customs frontier. As a general rule, therefore, it may be taken that imports from foreign countries into the French colonies are subject to the operation of a tariff similar, with some modifications, to that imposed on like imports into France, and that importation and exportation between France and her colonies and between the colonies themselves are privileged from any imposition whatever in the nature of a protective tariff. But though this is the general rule there are yet exceptions thereto. The principle of the rule is established by a Customs Law, of 1892, which specifies certain exceptional duties and immunities, and also authorises the issue of decrees, from time to time, designating products which shall be subject to special duties. Such decrees have been freely issued, and it is only by carefully comparing them with the French tariff that an exact knowledge of the French colonial rates can be arrived at. In the more important commercial colonies, however, such as Algeria, French Indo-China, and Madagascar, the general rule obtains, and there all French imports are free and foreign imports pay the duties of the French tariff. Foreign products imported from one French colony into another are subject in the latter to the payment of the difference between the duties of the local tariff and those in the tariff of the exporting colony. The decrees under the Law are issued by the Council of State in the form of public administrative regulations, and it may be instructive, in view of the tariff proposals before the British public, to note an extract from that Law: "Issued on the proposal of the minister of commerce, industry, and colonies, with the advice of the general councils or administrative councils [of the colonies concerned, they] shall designate the products which . . . shall be subject to special duties . . . The general councils and the administrative colonial councils may also suggest that modifications be made in the tariff of the mother country. The suggestions shall be submitted to the council of state, whose decisions thereon shall be issued in the same manner as the public administrative regulations." From this it will be seen that the French colonial fiscal system is intended to work beneficially for both France and her colonies considered separately, as well as for the French dominions as a whole.

The Netherlands.—No fiscal advantages are accorded in the colonial possessions of the Netherlands to goods imported from the mother country over goods imported from foreign countries. Similarly, Dutch colonial goods enjoy no preferential treatment on their introduction into the Netherlands, no differential duties of any kind existing there.

Belgium.—Imports into Belgium from the Congo State enjoy no preferential treatment, but are treated merely on the footing of imports from the most favoured nation. As regards exports from Belgium to the Congo State, the independent state is precluded by the stipulations of the general act of Berlin from giving them any special advantage.

Portugal.—As between Portugal and her colonies there exists a preferential tariff system designed to exempt the colonies from a considerable part of the duties ordinarily imposed upon goods imported by foreign countries into Portugal,

and to effect a like advantage in respect of imports from Portugal and Portuguese colonies into the latter. As in France, the idea is to form the mother country and her colonies into one commercial unit as against the rest of the world, and to create, as far as possible, an actual common interest and interdependence between the sub-units. But the fiscal arrangements of Portugal and her colonies are by no means simple. There is apparently no general rule which regulates the various preferences. And in saying that one makes the only general statement that can safely be made with regard to the details of the Portuguese preferential tariffs. Each product and each colony would seem to stand on a different footing to the others. The best that can be done is to give a few examples by way of illustration, the first being the one, perhaps, with the most general application. It is that merchandise produced in the Portuguese transmarine provinces, and conveyed direct in Portuguese vessels, pays in the customs houses of the mother country or the adjacent islands one-half of the duties fixed in the general tariff. But merchandise produced in Mozambique, Portuguese India, and Timor enjoy a similar privilege, whatever the flag under which it is conveyed. Tobacco, however, is excepted in both cases. On the other hand, Portuguese goods imported into a colony, in very many instances, pay only 10 per cent. of the duties fixed in the general tariff for that colony. But sometimes they pay so much as 80 per cent. Then, in the colonies, there are varying absolute exemptions from duties. Princes Island, exceptionally liberal, exempts all Portuguese manufactures and products, except alcohol and distilled liquors and tobacco; Mozambique exempts only sacks and sacking, constructions of iron of mixed materials for habitation, agricultural or domestic purposes, vessels under 200 tons, fishing-nets and cord for making them, wood, vehicles and parts thereof, tiles of all kinds, barrels, stonework, and leguminous produce; and St. Thomas exempts as much as Mozambique, saving the leguminous produce.

Spain.—The basis of the commercial relations of Spain with all her possessions, except the Canaries and the Spanish garrison towns and adjacent territories in Morocco, is absolute freedom for all products imported direct thence into Spain, and for all Spanish goods exported direct from the mother country to the colonies. Such is the general theory, but in practice it is not strictly applied, and certain categories of colonial goods are set apart and pay a duty equivalent to an octroi tax, but in every case below the customs duties levied on the same categories of goods of foreign origin. Commerce between the mother country and her transmarine possessions is considered as forming part of the coasting trade of the kingdom, and as such is regulated by the general rules of the home coasting trade, the only exception to this being the Canary Islands, where trade with the peninsula is restricted, for economic reasons, to eight certain ports designated "free." A principal rule of the coasting trade is that it must be carried on in Spanish ships only. Therefore, any Spanish colonial products which are carried under a foreign flag are subject, when imported into the peninsula and Balearic Isles, to protective duties—those leviable under the "second tariff"—as well as to an octroi duty. The colonial food-stuffs do not escape the octroi duty, though a preferential treatment in regard to that duty is accorded to colonial sugar and coffee. Imports of spirits and manufactured tobacco are subject to special customs duties, and, in the case of certain colonies and their products, there are a number of other varying discriminating duties.

Germany.—There are no preferential arrangements between the German customs union and the German colonies, other than such as are equally enjoyed by foreign countries, whose right to most favoured nation treatment has obtained for them the benefit of the conventional as distinguished from the general, or "autonomous" tariff. The German colonies therefore enjoy no greater fiscal advantages in their trade with the fatherland than do the most favoured foreign countries. Nor, on the other hand, does the German Empire receive any fiscal preference in

its trade with the colonies. The latter have always been viewed by the father-land as practically foreign countries, so far as the commercial relationship is concerned; until so recently as 1893 they were even excluded from the conventional tariff.

United States.—Strictly speaking, the United States has no colonies. There are, however, six "non-contiguous territorial divisions belonging to and governed by the United States, which are officially regarded as colonies for the purposes of statistical and administrative comparisons. Of these the Hawaiian Islands and the Philippines may be noticed here. They are respectively customs districts of the United States, and all customs law of the United States apply to them as in the United States. The effect of this is that there is collected on articles imported into those divisions from countries other than the United States the rates of duty collected in the United States on articles coming from all foreign countries, but no duties are collected in the United States on articles coming from them, nor are any duties there collected on articles entering them from the United States. No export duties are collected on any articles exported from them. In fine, the trade between the United States and its "colonies" is maintained with the assistance of a radical tariff inter-preference, the whole body of the States and non-contiguous territorial divisions being unified fiscally as against the rest of the world. And so far as the Hawaiian Islands are concerned there existed a reciprocal preference between them and the United States some years before 1898, when the annexation was effected. In 1876 a reciprocity treaty was concluded, which assured to the producing interests of Hawaii a permanent market in the United States free of tariff restrictions, and assured to the United States producers, manufacturers, and exporters an equally permanent market in the Hawaiian Islands, free from tariff restrictions in most of the articles required in those islands. In the Philippine Islands the fiscal conditions are very different. There a special tariff has been created and put into operation. Its rates apply on all articles entering the islands, whether from the United States or from other countries, no discrimination in favour of the United States being made in any particular. In the United States the existing tariff applies on articles from the Philippine Islands precisely as against those from any foreign countries.

The Colonial trade of principal foreign Colonial powers.—Having given some account of the fiscal relationship between the chief foreign colonising nations and their respective colonies and dependencies, it will now be instructive to notice some conditions of the colonial trade of certain of the more important of them.

France, as already stated, has developed in her colonial trade, and endeavours to extend as universally as possible within those limits, a policy of free trade, or at the least one of preference and privilege as distinguished from restriction. Her fiscal relationship to Algeria, and practically all her colonies except those on the West Coast of Africa, is one of free-trade, the colony of Algeria being in effect on the same footing, in relation to the mother country, as a French province or department. Before 1867 the relationship between France and Algeria was one of fiscal restriction. Since then freedom has been the principle of the relationship, as well also, to a large extent, as in the case of the other colonies above-mentioned. And with most satisfactory results, too. Taking the trade of Algeria, it appears that the annual average of imports was about 173 million francs during the decade 1861–1870, and the like contemporary average of exports about 82 millions. By the year 1899 the annual imports of special commerce had reached about 310 million francs, and that of exports about 325 millions. The year 1908 found the imports at 461 millions, and the exports at 326 millions. Here is a signal increase of imports, accompanied by a quadrupling of exports, in the commerce of only one of the favoured colonies. And the whole group of those colonies, including Algeria, take 70 per cent. of their imports from the mother country, whither they send 65 per cent. of their exports. The colonies not so fiscally favoured take only 47 per cent. of their imports from France, and can be credited in favour of France with no more than 46 per cent. of their exports.

Such being the facts, it is not surprising to learn that the French colonial trade, from the point of view of the motherland, is in a most flourishing and encouraging condition. Both her general imports and her exports of home products are rapidly and steadily increasing from and to her colonies. Of such imports the proportion, in value, to the total imports of the country was, in 1877, only 4·7 per cent., but by 1896 the proportion had risen to 10 per cent., and is still rising. And taking the same dates, but dealing with the exports, the percentages are 5·1 and 9·8. In 1901 the exports from France to her colonies amounted, in value, to 510,200,000 francs; and those to all other countries to 3,502,700,000.

Netherlands.—The Dutch colonial trade may be shortly summarised by quoting the percentages for the year 1897. Of the total exports of the Netherlands during that year, 4·16 per cent. in value went to the colonies and 95·84 per cent. to foreign countries. Of the total imports of the colonies, 31·76 per cent. were drawn from the mother country, by which, of the total imports of foreign countries, only 5·65 per cent. were contributed. The Dutch colonies having thus drawn 31·76 of their imports from the mother country, it follows that the balance of 68·24 per cent. must have come from foreign sources. Of the exports, in 1908, of Java, the principal colony, about four-fifths go to the mother country.

Portugal.—A brief summary only is here necessary. Of the total imports into Portugal, 15·8 per cent. in value came from her colonial possessions, to which were consigned 9·2 per cent. in value of her total exports. These percentages are based on annual average of the quinquennium 1892–96. Shifting the point of view to the colonies, it would appear that for the year 1896 the imports may be estimated as coming to the extent of about one-half or less from the mother country, though only one-third or less were Portuguese goods; the exports are directed to the extent of about two-thirds to the mother country, but these reach there, in the main, not as an ultimate destination. It should be noted, however, that these figures in respect of imports into the colonies are affected by the fact that Portuguese East Africa has recently become a centre for the importation there of British goods in transit to British colonies. The importation figures are therefore of little value as an indication of the trade of the Portuguese colonies themselves, so far as it depends upon their own commercial resources and enterprise and fiscal arrangements. Of $2\frac{3}{4}$ millions sterling of such imports, $1\frac{1}{4}$ is claimed by Portuguese East Africa. In 1908, only about 4 per cent. of the imports into Portugal came from her colonies, to which about 15 per cent. of her exports went.

Spain.—The tale of Spain and her colonies, except the Canaries, is now as a tale that is told. The figures need not be discussed here, the reason of the account, given on page 280, of her fiscal arrangements being its bearing on most-favoured nation clause, as referred to below.

Germany.—The statistics of the German colonial trade are in a very unsatisfactory state when approached from the point of view of the subject now under discussion. Details are impossible. Speaking, however, upon the basis of the annual average over the years 1892–96, the share of the Fatherland in the trade of the colonies would appear to be about a third of the imports into the colonies, and a like share of the exports. Most certainly, at the present day, the German share of the colonies' trade does not much, if at all, exceed 50 per cent. And from the point of view of Germany, as distinguished from the colonies, this part of German trade is so very insignificant as hardly to warrant any comparison and the extraction of any percentage. Thus in the year 1897, out of a total export trade of 3,635 million marks, only about 8 millions went to the colonies; and of a total import trade of 4,681 million marks, only about 5 millions were colonial. But since then the German colonial trade has improved, as may be seen from the figures for the year 1900. In that year, out of a total export trade of 4611 million marks, about 14 millions went to the colonies, whence came a contribution of about 6 millions to a total German import trade of 5766 million marks. And again, in 1907, out of a total export trade of 6800

million marks, 39 millions went to the colonies, the latter contributing 26 million marks to the total import trade of Germany of 40,000 millions.

United States.—Very remarkable has been the growth of commerce between the Hawaiian Islands and the United States since the reciprocity treaty of 1876. "During the decade prior to 1876," reports the United States *Monthly Summary of Commerce and Finance* (March 1903), in a study therein on Colonial administration, "the imports into the United States from Hawaii averaged about $1,250,000 per annum, and never reached $2,000,000. In 1877 they were in round terms $2,500,000; in 1880 $4,500,000; in 1885 about $9,000,000; in 1890 nearly $13,000,000; and in 1900 over $20,000,000. In exports from the United States to Hawaii under this freedom of interchange the growth was equally striking. In the decade preceding the reciprocity treaty the exports from the United States to Hawaii never reached as much as $1,000,000, averaging about $750,000. In 1877 they were $1,125,000; in 1880 $2,000,000; in 1890 $4,500,000; in 1900 $13,500,000; and according to the estimate of the collector of customs at Honolulu were in the fiscal year about $20,000,000. This growth in the exports from the United States to the Hawaiian Islands is especially striking in its evidence of the very rapid development and consequent consuming power of these islands, whose population is now but 154,000, and of that number but a comparatively small proportion of American or European birth or extraction. . . . Of the total commerce of the Hawaiian Islands, 79 per cent. of the imports was from the United States, and 99 per cent. of the exports to the United States." In 1908 the shipments of *domestic* merchandise alone from the United States to Hawaii amounted to over $15,000,000, and those from Hawaii to the United States to nearly $42,000,000. Turning to Porto Rico, it appears that before the year 1900 the domestic exports there from the United States averaged per annum only about $2,000,000. But the fiscal year 1900 saw an increase to $4,260,892, and the year 1901 to $6,861,917, while the imports into the United States from Porto Rico increased from $3,179,827 in the fiscal year 1899, to $5,883,892 in the fiscal year 1901. In 1908, of the whole trade of the island, 85 per cent. was with the United States.

British Colonial Trade.—In 1815 the imports from the colonies into the United Kingdom amounted to £17,701,890; in 1855 £33,391,726. The exports from the United Kingdom to the colonies were, in the same years, £16,430,496 and £27,553,235 respectively. The following table is a

Summary of the Total Trade of the British Colonies and Possessions, inclusive of Bullion and Specie, with the United Kingdom, other British Possessions, and Foreign Countries during each of the Years 1890–1900.

Years.	Imports.				Exports.			
	From the United Kingdom.	From British Possessions.	From Foreign Countries.	From *all* Countries.	To the United Kingdom.	To British Possessions.	To Foreign Countries.	To *all* Countries.
	£	£	£	£	£	£	£	£
1890	110,976,000	33,573,000	51,179,000	195,728,000	85,27[illegible],000	33,739,000	68,549,000	187,564,000
1891	101,460,000	30,435,000	48,988,000	180,883,000	91,747,000	30,263,000	73,461,000	195,471,000
1893	94,297,000	28,472,000	46,738,000	169,507,000	91,643,000	25,763,000	68,861,000	186,267,000
1894	82,296,000	25,513,000	46,464,000	154,273,000	92,331,000	26,034,000	62,393,000	180,758,000
1895	87,811,000	26,787,000	48,201,000	162,799,000	93,385,000	26,853,000	66,477,000	186,715,000
1896	97,677,000	28,670,000	55,114,000	181,461,000	91,905,000	28,596,000	68,661,000	189,162,000
1897	101,727,000	29,856,000	58,754,000	190,337,000	102,969,000	30,907,000	69,563,000	203,439,000
1898	99,695,000	33,936,000	62,341,000	195,972,000	113,410,000	34,965,000	83,306,000	231,681,000
1899	107,946,000	39,234,000	70,662,000	217,842,000	115,700,000	40,946,000	85,710,000	242,356,000
1900	116,823,000	46,276,000	80,839,000	243,938,000	107,932,000	43,563,000	86,778,000	238,273,000
1903	141,263,000	64,845,000	108,401,000	314,509,000	131,382,000	60,962,000	119,173,000	311,517,000
1908	154,576,000	57,084,000	125,989,000	337,649,000	159,974,000	54,765,000	143,651,000	358,390,000

NOTE—The figures given in this Return are exclusive of the trade of Hong Kong, Gibraltar, Malta, and the British Protectorates (except Cyprus).

Some striking figures have been pointed out in connection with the trade of 1890—figures which, in principle, are equally valid to-day. Thus it was noticed that Great Britain's exports to France were 16s. a head of the French population, while those to Australia were 196s.; and the exports to the English-speaking United States were 15s. a head, those to Canada being 45s. Comparisons such as these have frequently been urged as an argument on behalf of some form of imperial federation.

Preference and trade in the British Empire.—The results of the recent South African customs union are entirely in the future. Canada is the only other constituent of the empire that has adopted a system of preferential tariffs, and fortunately in this case the system has been in existence for a period long enough to determine its value. Particulars of the Canadian preference are given in the article on TARIFF (p. 200). Since it came into force imports of British products into Canada have risen from £6,043,600 to £10,114,579 in 1902, to £11,909,244 in 1905, and to £17,101,524 in 1907. These figures are very remarkable when considered relatively to those of the years prior to 1897, which show that such imports were consistently decreasing.

Dislocation of trade.—It is contended that as the British oversea trade, valued at £800,000,000, as to £600,000,000 thereof is transacted with foreign nations, and as to £200,000,000 is with British possessions, it is obviously unwise, apart from other considerations, "to dislocate three-fourths of our commerce in the endeavour to increase the remaining fourth." The position thus maintained is in effect that an inter-imperial tariff preference must forthwith nesessarily dislocate, to the prejudice of English interests, a very great proportion of our commerce, pending, and before, the realisation of the aim of the preference. It goes without saying that there should be some trade dislocation—but to the advantage of England and the British possessions—in some proportion to, and step by step with, the increase of inter-imperial commerce anticipated and intended by the policy of preferential tariffs. It is even of the essence of that policy that the British Empire should obtain and enjoy as much as possible of the English and colonial trade now in foreign hands. The British Empire must develop and rely upon its own resources instead of those of foreign nations.

But it by no means follows that the establishment of preference entails an immediate and prejudicial dislocation of our trade—an absolute withdrawal, in fact, of the existing trade relationships of foreign nations; or their partial, but prejudicial withdrawal; or even a reorganisation of those relationships on a harassing basis. A consideration of the facts wrapped up in the figures just quoted shows rather that the dislocation will only take place as and when it is forced upon reluctant foreign nations by a growing British Empire. The dislocation would probably, as it proceeds, be a matter for satisfaction to England and her empire; but to foreign powers it could easily be a prejudicial disturbance and signal of future danger. In the first place it should be noted how the different countries of the world contribute to the above figures of £800,000,000, or, to use our own figures, £869,000,000. They should be distributed for this purpose into four classes, noting, however, that though year by year these figures may change to a relatively slight degree in accordance with decrease or increase in trade, yet they remain substantially accurate and sufficient for the purpose of discussing the principle now engaging our attention. Europe, as the contributor of (about) £380,000,000; the United States the contributor of £179,000,000; British possessions, £218,000,000; the rest of the world, £92,000,000. In respect, however, of the contribution of Europe, it is important to note that Germany (including Holland) is responsible for £113,000,000, and France for £75,000,000. The other European countries have interests in this contribution of varying amounts, from the £500,000 of Bulgaria to the £37,000,000 of either Belgium or Russia. With these figures before us it is possible to estimate the possibility of voluntary

dislocation on the part of the foreign nations. A combination of them all, with a view to commercial war upon England, is obviously impossible. The United States would be no party to such a combination; they have always preserved a policy of separation from the European commercial system since their beginning as a commercial country. Their nationalist protectionism and the Munro doctrine are really but two sides of the same shield.

But even if it were not for this general policy, the United States would not attempt to cripple English commerce by any other methods than those already usual. England is too good a customer to lose. The English market, even though a toll be placed, by way of tariff, upon foreign goods brought therein, would still be necessary as an outlet for United States products. In the year 1900 the United States exported to the United Kingdom products to the value of more than £139,000,000, and in addition to that the value of the exports to the British possessions amounted to nearly as much as that of the exports to Germany, the United States' next best customer. In 1907 the United Kingdom imported from the United States products to the value of £134,000,000, and in 1908, £124,000,000. And where a nation sells, there it must buy. International trade is nothing more or less than barter. The British Empire now takes half the exports of the United States, mainly because the United States push their commodities upon the empire, competing with commodities which can, or may be, produced within the British dominions. On the whole, the British Empire has the better position in the transaction, for it can always fall back upon its world-embracing natural resources. It is therefore of supreme importance to the United States that, consistently with reasonable protection of their home industries, England and the British Empire should not only be conciliated but even be offered every possible encouragement to go there and buy instead of to British territory, and take in exchange the products of American capital and labour. A country cannot absolutely keep sellers outside, unless it is absolutely self-sufficient and desires nothing from its neighbours, and unless its self-sufficiency is so perfect that it has no surplus products for disposal.

Turning to Europe, we find that Germany (including Holland) and France together take about half of the British exports to Europe. And England takes more than a sixth part of the total German exports and a third of those of France. She is Germany's best customer, being nearly twice as valuable as either of the two next best customers—Austria-Hungary and the United States. And she is by far the best customer of France, for Belgium follows with less than half the value of England's purchases, then Germany with four-fifths of Belgium's, and then the United States with about five-ninths of Germany. So both Germany and France, however displeased they may be with England's preference to her colonies, are bound to continue in commercial relationship with England. Germany and England and France and England are inevitable couplings, so long as either one of a couple have need of the products of the other. It is obvious, too, that the need will be felt for the greatest length of time by both Germany and France. The British possessions abroad will for ever, if knit close in mutuality with England, be causing a constant diminution of her needs from foreign sources. They have all the natural resources from which those needs can be supplied. It is only a question of time and nurture for the supply to commence.

And so, finding that the United States, Germany, and France, would seem to be powerless to prejudice British trade, upon general commercial principles—the position of the United States and France as precedents for the proposed British customs union being noticed later—there remains to be noticed only the smaller nations of Europe and the scattered countries of the world. There is only about £187,000,000 of British trade now left out of the European total of £380,000,000, and this comparatively small residue is divided amongst some thirteen different countries in the varying small proportions already indicated. Taken singly, the

commercial powers of these countries, as against the United Kingdom, is generally too small for estimation. On general principles they are in the same category as Germany and France. Combination, too, need not be thought of. Russia and Turkey are but types of the naturally discordant elements which must first be harmonised. Italy, Austria-Hungary, and some other countries have been, for the last ten years, in customs accord with Germany; they are consequently unable to enter into a tariff co-operation with France or Spain. Portugal stands alone, practically a fiscal outcast. And what has been said about these remaining European countries applies with equal, if not with greater force to those foreign nations of the world whose share in British trade amounts to only £92,000,000 out of the £869,000,000 total. Geographically widely separated throughout the globe, and generally racially distinct and opposed to or independent of one another in all their political and economic ambitions, their force in this matter can have but little impression. Where they do exert an appreciable force, it is one which encourages foreign trade. Thus is it apparent that there will be no dislocation of our foreign trade, other than one which will be directed and under the control of England and the British Empire, and which is actually the object of those who favour a zollverein.

Population as a factor in the problem.—It is urged by those who oppose the policy of inter-imperial preferential tariffs that it means the conclusion of an unequal bargain between Great Britain and the British possessions, the latter having the advantage of the inequality. It is a consideration of relative population that has given rise to this objection. Mr. Chiozza-Money states it very clearly: "The centre of gravity of the British race is still in the United Kingdom. We are overwhelmingly the predominant partner in the British federation, and our self-governing colonies can only offer us preferential trade with small populations in exchange for preferential trade with 41½ million people." Taking the figures upon which that statement is based—and to understand and discuss it there is no necessity to correct the figures up to the latest date—it appears that there are approximately 48,731,000 British people in the British Empire, only 8 millions whereof are found outside the United Kingdom. To this 8 millions may be added another 3 millions of white people, not Britons, making, altogether, only 11 million white people in the oversea possessions of the empire. In contrast with these figures are placed those of the Asiatics, Blacks, &c.—342,000,000—who make up the total population of the empire. It is undoubtedly necessary that these figures should be considered by any one who desires to pass an opinion upon the question before us. It is right, too, that some deduction should be drawn therefrom, such as that appearing in the foregoing quotation. But it is imperative that the mind should not dwell upon this one factor in the problem, except with strict regard to the other factors. It has no absolute importance of its own. And no doubt the author already referred to, though he lays great stress upon it separately, yet assumes that his readers will consider it only in connection with the other objections he raises to the zollverein, and which are, for the most part, dealt with in this article. Population is but an inseparable part of a greater whole. For commercial purposes, there is little reason for disparaging the great aboriginal proportion in our colonies; indeed it would be wiser to recognise its peculiar value there, acclimatised as it is, and so capable of co-operating with nature in a manner impossible to the Briton. This point has already been noticed in connection with the tropical colonies. Geographical conditions are of equal importance when estimating the value to England of a given colony; and so also are natural resources. Given such conditions and resources, it should be a matter of congratulation to the mother country if there be a sufficiency of local population to exploit and develop them. So also should it be a matter of congratulation that the centre of gravity of the British race is still in the United Kingdom, though, at the same time, it should not be forgotten that it may be wise for the safety of the United Kingdom as well as for that of the empire,

to shift gradually the centre of gravity down as extensively as possible into colonial foundations.

Taxation of Food.—To judge by the recent outcry against the taxation of the food of the people, it would seem that the policy of preferential tariffs is very generally believed to mean the imposition of taxation upon a subject hitherto free therefrom. It is difficult for an unprejudiced observer to recognise, in the face of the facts, that such a belief does actually exist. Nevertheless, since there is the outcry, it demands some notice. What are the facts? Shortly, that food—the food of the people—is already very heavily taxed. Taking the fiscal year 1901, it appears that the customs duties collected on the imports of tea, sugar, currants, raisins, and other dried fruits, coffee, cocoa, tobaccos, snuff, and other articles (mainly food, but omitting wine), amounted to about £28,000,000, a figure that varies only slightly from year to year, as consumption may vary or particular taxes be imposed, taken off, or altered in amount. Take away the loaf and it will be seen that practically all the chief necessities of the "people's" breakfast-table—and also the tea and part of the dinner-table—are included, in addition to tobacco, in this now existent scheme of taxation. And the curious feature of the scheme, as it presents itself to one whose views are not influenced or obscured by doctrinaire politics, is that its object is apparently to exclude from the enjoyment of the people, or to render the attainment of that enjoyment as costly as possible, all those food necessities which cannot by any means be produced at home, and of which, it would be thought, a beneficent government would assist and encourage—and not restrict—the importation. But, as it happens, the principle of free-trade is opposed, under present conditions, to such an assistance and encouragement. That principle requires that if customs taxation is necessary in order to provide revenue, it shall be imposed only upon imports of a class which is not produced at home. Hence free-trade taxes that imported food which, even without taxation, is already the most difficult for the consumer to obtain, and declines to tax that which the consumer could produce for himself at home if only foreign competition were to some extent restricted. Elsewhere (p. 273) it has been noted how England has declined in her home food-production since the introduction of the free-trade régime, with the result that at the present day she is, for the time being, dependent for food upon foreign supply. Abolish or modify the operation of the principles dominating that régime, and England, to-day, could, it is urged, produce her own food. First the agricultural interest should be considered when settling the tariff. To this the free-trader will doubtless object that his principles do not allow him to consider separately or discriminate between the different economic interests of the country. Absolutely his principles do not. But never since their application in English politics have they actually been absolutely applied. Their initial and subsequent application has rather been one of absolute and consistent discrimination, of the character always repudiated by the free-trader. It has been a discrimination in gross if not in detail. It has, in effect, been a discrimination between the manufacturing interests and the agricultural. It originally took the form of a wholesale tariff preference to the whole of the world with a view to the support and increase of the then English predominance as a manufacturing country. The preference was made to include agricultural products with the sole object of encouraging manufactures. The discrimination can be distinguished from that of modern protectionist countries only in the fact that it operated with an absolute disregard and prejudicially to the peculiar interests of agriculture, whilst such countries as the United States, Germany, and France have always discriminated, as far as possible, with a view to the encouragement of all their economic resources. Conditions have changed during the last sixty years. Now, our manufactures have not an unthreatened dominating international position that would justify, or even suggest, if the proposals of sixty years since were to-day brought forward as

a novel departure in politics, that a wholesale discrimination in favour of manufactures and prejudicial to agriculture would be a wise policy for this country to adopt. And hence, but not forgetting that science and technical education are also conditions of agricultural success, the food for the United Kingdom is supplied mainly from foreign sources, notwithstanding that this country is naturally and economically in a position to supply it herself. Fortunately, certain of the foreign possessions of the country are in a position that they desire to supply us with food as far as their resources permit. And fortunately, also, their resources are adequate. It is only a question of time, and our food supplies, if England does not recover her former agricultural position, can be drawn from within the confines of the British Empire. Meanwhile, however, the colonies ask for their food products a preference in the home market over those imported there from foreign countries.

Against this preference it is argued very strenuously that those who would grant it desire to tax the people's food. Class prejudice is often appealed to, and reasonable discussion is frequently ignored. Can it be reasonably suggested, ask those who favour preference, that taxation of the "people's" food is now being introduced for the first time? Free-trade, as a matter of fact, has consistently during the past taxed it, restricted and retarded its home production, and made foreign necessaries dear, and it is doing so to-day, and is pledged to do it in the future. Under the present system of taxation the State taxes, per annum, 3s. 3d. a head by taxing tea; 5d. a head by taxing coffee, chicory, and cocoa; at least 2s. 6d. a head by taxing sugar; and 5s. 6d. a head in respect of tobacco. Not only are these speaking figures apparently ignored by those who are opposed to preferential tariffs, but these opponents assume, and argue upon the assumption, that all colonial food products which compete with those derived from foreign countries will be generally taxed very heavily. Rabbits from Australia, for instance, so that breeding them may there be encouraged! And while they overlook the fact that the great bulk of the food now taxed will need little or no taxation from the point of view of preference, they assume that the more necessary food-products, such as corn, will be taxed at a rate of 5s. a quarter, for example, which must inevitably and materially increase the cost of living. It must not be forgotten that should a preferential régime be established there will yet remain in England an appreciable number of men who are capable of legislating in the interests of the English. It is improbable that a higher duty than 2s. a quarter will be levied on corn. At any rate it is unreasonable to assume, and at this stage to be prejudiced against the whole question by reason of the assumption, that such a duty will be placed upon corn and other food-products generally as will materially raise the cost of living. There is no apparent need that it should be so, and one may therefore have some confidence that it will not be. Taking the probable duty on corn at 2s., it will work out at an extra cost, per annum per head of the population, of 1s. 6d. And since when corn was recently subject to a duty of 1s. there was no increase of cost to the consumer, it may fairly be concluded that the increase of 1s. 6d. is more than what would actually take place. And if those who are responsible for preferential tariffs attack, as they doubtless will, the unreasonable food-taxes of the free-trader, it would seem that the new régime may possibly even lower the present cost of food. Thus, half of the present duty on tea may be taken off, and forthwith the 1s. 6d. increase in respect of corn is more than balanced. There is then left a considerable part of the remaining half of the tea duty available for a reduction consistent with the preference of tea from British possessions. There is also the 5d. a head in respect of coffee, chicory, and cocoa; the sugar tax—about equivalent to the whole amount of the present tax on tea; the tax on currants and dried fruits; and the great tax on tobacco.

But there is an argument, of particular importance, in favour of an inter-imperial customs union based on the principle of preference. The United Kingdom at the present day must be considered to be lost as an agricultural country

capable of supplying her own food, and it would certainly not be wise to trust in the possibility of her ever regaining a position of self-sufficiency. If wheat be taken as an indication of the meaning of the present state of affairs, it shows that the United Kingdom relies upon imports derived mainly from foreign countries, only a comparatively small proportion being derived from British possessions. And yet the latter have natural resources capable of supplying far more wheat than this country will ever require. Indeed, Canada alone has more than sufficient for this purpose, and needs only the means, such as population and capital, for their development. On the other hand, the United States, though at present fully equal to the occasion, have such a potentiality of population that they will in the course of fifteen or twenty years need all their resources for home supply. A Return of the Board of Agriculture of 1906 showed that from 1881 to 1906 the population increase of both the United States and Argentine was 68 per cent., whilst the wheat increase was only 60 per cent. This means that, as the years run on, this kingdom will be able to draw less and less of its food supply from the United States and the Argentine. And it means, also, that more and more must be drawn from some other source. That other source should be within the empire. If, by fixing a corn-tariff preferential to British possessions, Canada and the other wheat-producing colonies are enabled to find a market in England for their products, and so to increase their sales, then, inevitably their populations and capital will increase and therewith the means of developing their resources. After another lapse of time the supplies from Canada may be expected to likewise diminish. Clearly, therefore, it is of the utmost importance to future generations of Englishmen that other countries should be ready when that time comes to step forward and supply them with the food they require. In Australia, we have an almost limitless area capable of growing enough of food (not to mention wine, wool and cotton) for an indefinite time for the United Kingdom, provided it is supplied with the irrigation absolutely necessary. So from that narrow point of view alone, it would be well to urge the opponents to the present system, to strengthen the credit of the Commonwealth by affording preferential treatment.

The wages question.—It is impossible, in discussing the subject of preferential tariffs in their relation to wages, to avoid some reference to protection in the same relation. It is protection that is actually involved. Mr. Chamberlain declares that if a system of preferential tariffs be adopted throughout the British Empire, the prices of necessaries will rise, but wages will thereupon rise at least proportionately. It is around this result—a rise in prices followed by a proportionate rise in wages—that discussion centres. Probably the truth is that protection does not, of itself, affect wages either beneficially or prejudicially, though there is some evidence that real wages may be higher in a protectionist country than in a free-trade country of similar commercial development. Unfortunately, for the interests of truth, the discussion is approached by many with their minds already prejudiced by some political feeling. To cry only of dearer food and lower wages, or wages that will not rise, is but to beg the question. No party has more persistently spoken of the "iron and cruel" law of wages than the labour and socialist. Is it to be supposed that the law will cease to operate merely because of an application of the policy of protection of commodities? It is, on the contrary, practically the alpha and the omega of labour and socialist propaganda that the law will persist until the end of the present so-called capitalist system and the advent of the "co-operative commonwealth." Modification of its operation is possible, in the meanwhile, by the action of combination and co-operation. This law that wages tend to subsistence point, is at once the despair and the hope of the working-class.

Modern commercial civilisation owes much to the propaganda of modern socialism and of that radicalism which, inconsistently enough, takes its inspiration

from collectivism. It owes, at least, the fact that the working-class have arrived at a just appreciation of the relationship between wages and protection. State socialism finds its highest ideal in the most thoroughly protected commercial unit; only in so far as the unit is so protected is it possible for the wage system to be abolished and to be supplanted by the co-operative common wealth. And no party can insist more strongly upon the indifference of protection to the wage-earner than does that one of extreme radicalism, whose aim is the nationalisation of the land. "The direct object and effect of protective tariffs," writes Henry George, "is to raise the price of commodities. But men who work for wages are not sellers of commodities; they are sellers of labour. They sell labour in order that they may buy commodities." That is the keynote to the situation. If the cost of the maintenance of the wage-earner's standard of comfort is increased, then he, as a seller of his labour, will inevitably and necessarily increase his price. Whether he works in a free-trade country or in a protection country, the cost of that maintenance is for ever varying, both specially as compared with different localities and occupations and generally during the course of time. It is remarkable that during the first twenty-five years of free-trade the general prices of commodities rose considerably. Since then, however, they have fallen, but only to about an equivalent extent. And, in England, the general rate of wages is at present no doubt rising; how much it is impossible to say. The best that can be said about wages in free-trade England is that they rise only so far as, by combination generally, the wage-earners are able to enforce their demand for increase. The rise could not well be much slower; the means by which it is obtained could not well be much more difficult. The wage-earning class is in precisely the same position with regard to the price of its labour as is the employing class with regard to the price of its commodities. Competition and combination or co-operation have the same significance to each class. And as the manufacturer and merchant seeks to influence competition in his favour by a system of protection of commodities, so does the wage-earner seek the like end by protection of labour. No class is more imbued with the instinct of the protectionist than that which comprises the wage-earners. Trades unionism and factory legislation are as surely measures of protection (of labour) as the Canadian customs tariff is a measure of protection (of commodities). And the position is the same in the United States. But there, in that country of protection, it has been ascertained, with some degree of certainty, that the rate of wages is rising. Taking the relative real wages for 1860 at the figure 100 as the basis for comparison, it appears that they rose from 75 in the year 1840, to 195 in the year 1899. And doubtless there are like increases in the rate of wages in the other great commercial countries where protection is a constant element in the fiscal arrangements. But in no country other than the United States has there been any official inquiry into the question of wages generally which has resulted in an estimate of the value of that just given. This fact should be remembered when figures are quoted relating to wages. The Mosely Commission has also furnished evidence of the high wages obtaining in the United States.

That there is great dissatisfaction amongst the wage-earners in a given protectionist country is no argument that their wages are lowered, or not sufficiently increased, because of the protection. Strikes and labour-politics are equally a feature in free-trade England. They are part of the machinery of combination and co-operation by which the wage-earner seeks to sell his labour at an increased price, or endeavours to prevent a fall in the price. They are largely, also, the result of the wage-earner striving to obtain an apportionment of wages on the basis of the profit of the employer. Tariffs may give employers protection in the goods market, but they leave free-trade in the labour market. And the wage-earner under free-trade, as well as under protection, must and does

seek a special protection for himself and his class by means of his trade organisations and their necessary mode of procedure.

Withdrawal of most favoured nation treatment.—At the present time England enjoys, under an extensive series of treaties, most favoured nation treatment from all the commercial nations of the world, excepting only Portugal. Such treatment means that England has the advantage of the "preferential tariffs" of such of those nations as arrange their tariffs with a view to levying higher duties upon, or penalising the imports from nations that are not "most favoured." But "if we establish preferential trading with our colonies, and so create maximum and minimum tariffs, the former for foreign nations and the latter for British possessions, we shall deprive ourselves," writes the author of *British Trade and the Zollverein Issue*, "of most favoured nation treatment for two-thirds of our export trade." And this contention is adopted, even more precisely, in a publication issued under official Liberal auspices. There it appears that: "If, then, we give a preference to the goods of our colonies these treaties must first be denounced, and, automatically, Great Britain is removed from the schedule of 'most favoured nations.' There will be no occasion for any power to take punitive action. The treaties once denounced, the 'most favoured nation' treatment ceases as a matter of course." What reason is there for the contention? Apparently it is to be discovered in the following statement by the author just referred to: "Suppose we placed a duty of 20 per cent. on all foreign imports and relaxed it by 25 per cent. in favour of colonial products. This would be equivalent to a maximum tariff of 20 per cent., and a minimum tariff of 15 per cent.; our colonies would become the 'most favoured nations' of our tariff, and the foreigner, subjected to the maximum duty, would, in turn, place our commodities on his higher scale." But unfortunately for this contention it does not give sufficient weight to the general rules of international law, and has also a disregard for the actual facts. It is a cardinal principle of international law that no state or group of states may curtail the independent action of another state by interfering in the internal concerns of the latter, unless the interference is necessary for political self-preservation, for preventing illegal intervention on the part of another power, or for the fulfilment of certain treaty obligations. A second principle is that a nation and its foreign possessions are, for international diplomatic purposes, considered as constituting one whole state. The first of these principles has been universally applied in practice throughout modern times; and the second has been generally applied throughout all that later period during which the various modern colonial systems have been established and developed. England has for many years past watched the creation by certain foreign colonial powers of tariff preferences prejudicial to British trade between the respective mother countries and their colonies. She has never taken any action to prevent this, nor has she even protested; for either action or protest could very properly have been strenuously resented by the powers concerned as a serious attempt to infringe international rights. These latter powers, on the other hand, have each been following out a policy of colonial preference in the face of a tacit approval by rival nations, including England. In no instance, except that one of Germany respecting Canada, which failed, has there been any attempt to retaliate upon colonial preference by the withdrawal of most favoured nation treatment from a preferring mother country. The most that has been done in this respect is what has occurred in the treaty negotiations of Spain when efforts were made to make her colonial preferences a ground for special tariff concessions. Though the perpetual Franco-German Frankfort treaty of 1871 provides that "the entrance and exit fees—that is, the import and export duties—the transit trade, the customs formalities, the admission and treatment [of citizens] of both nations, and of the representatives of the same,

shall be similar," yet it would be a startling surprise to France if Germany refused to allow her the most favoured nation treatment in Germany on account of the fact that the Franco-Algerian or Franco-Madagascar trade is made the subject of a preferential fiscal arrangement which has no application to Germany, whose trade relationship with Algeria and Madagascar is thereby inevitably prejudiced. Germany recognises, in fact, that Algeria and Madagascar are legally a part of France for tariff purposes. And a glance at the account already given (on p. 279) of the colonial local arrangements of other commercial powers will readily afford further evidence of the fact that in practice there is no relation between the most favoured nation clause and colonial and mother country preferences. If they were, then France, Spain, and the United States, as well as Great Britain, would be under equal liability to tariff penalties.

Since Germany, however, has figured so largely in this connection, it will not be without interest to notice her opinion on the relation of preferential tariffs and the most favoured nation treatment at a time when political exigencies had not influenced sound judgment. This may be gathered from a report in a British Parliamentary paper of 1895, for there it is stated that the general impression in Germany in that year appeared to be "that differential duties in favour of the trade of the motherland with her colonies, and *vice versâ*, might be introduced, in spite of the most favoured nation clause, in the absence of an express stipulation to the contrary in the treaties."

In urging the contention now being dealt with it would also seem that its author and sponsors altogether disregard the fact that the most favoured nation clause is not by any means universal in its practical application. England is entitled to it by special treaties with each country, as already stated. In practice, however, she only receives it in her trade with a comparatively few foreign countries; for not, by any means, has every foreign country adopted a tariff with more than one scale of duties. But though this is so, we are told that by establishing a colonial preference "we shall deprive ourselves of most favoured nation treatment for *two-thirds* of our export trade." As a matter of fact the two-thirds of our export trade is with those countries—the British possessions, the United States, several European, many Eastern, and others—whose fiscal arrangements, like those of the United Kingdom, have no regard to most favoured nation treatment of their imports, or which, like the self-governing British colonies, will be parties to the imperial preferential arrangement. The tariffs of these countries, other than the self-governing colonies, are usually "general," as distinguished from "maximum and minimum." And the maximum and minimum tariff which is thus prophesied to upset two-thirds of British trade is adopted, as a matter of fact, in only about six countries, *e.g.* France, Russia, Spain, Brazil, Greece, and Norway—which together can be debited with only *one-sixth* of Britain's total export trade. And of this one-sixth, a single country—France—is responsible for a half. One-sixth is a very different fraction to two-thirds. And the significance of even the one-sixth immediately vanishes when it is recognised, as is already shown, that half of it can be attributed to France, who has herself established a precedent for preference, and that, on general principles, Great Britain runs not the slightest risk of losing most favoured nation treatment because of adopting preferential tariffs. To this one-sixth another may perhaps be added by including the Mid-European system of general and conventional tariff countries, of which Germany is the centre. But the total is yet only one-third, less the contribution of France which may be eliminated. And moreover, the United States, which next to Germany are the largest foreign purchasers of the exports of the United Kingdom, are not only firmly based on the general tariff system, but are also in a like position to France and certain other European nations, in that they have already established a preference in their trade with the Hawaiian Islands and Porto Rico.

Summary.—The foregoing has been an effort to discuss the zollverein issue without any prejudice other than that which must necessarily result from the actual facts of the case. The result would seem to warrant the statement now about to be made. The German zollverein established a principle which has since attracted a very general adherence. The principle is that of the association of several states into one customs union. The mode of application of the principle must vary according to the nature of the particular association. There is a tendency among the American and European states to extend the principle. There is a tendency in Great Britain and the colonies to establish a British Imperial Customs Union or Zollverein. Certain foreign-colonial commercial powers have already made fiscal arrangements on these lines. Certain British colonies have already made similar fiscal arrangements with the mother country and the rest of the British Empire. The general feature in these tendencies and practical applications of the zollverein principle is preference, even occasionally to the extent of free-trade, between the associated states and colonies, and protection of the association as against the rest of the world. There is a party in the United Kingdom that stands in the way of a British imperial customs union for the reason that it would mean a modification and perhaps the abandonment of our free-trade system. The subject is thus almost primarily a discussion of the free-trade and protection controversy. Such a discussion shows that free-trade is not an absolute political dogma, but, like protection, merely a policy; that though free-trade may have been the appropriate policy sixty years ago, it may now possibly be out of harmony with modern conditions. And incidentally it is shown that the United Kingdom is no longer an independent commercial unit, but depends largely upon foreign countries and the British dominions abroad, and tends to increasingly so depend. The British colonies are themselves capable, if their resources are developed, of supplying England's needs and also those of the other countries of the empire. The British Empire is therefore complete in that it has these resources. The obvious course is to federate the empire. A glance at the complicated nature of our colonial system shows that this will not be an easy matter. But, at the same time, it is seen how valuable are the colonies to England, to each other, and to the British Empire as a whole. Thus a colonial empire becomes a necessity, even though the process of federation be a difficult one. For this reason, and since a fiscal bond of union is proposed, it is instructive to consider carefully the various foreign colonial systems, and the tariff relationship between the respective mother countries and their colonies. Such a consideration shows the nature of the existing foreign colonial preferences; and when the trade of the foreign powers considered is examined, it appears that tariff preference and exceptional colonial trade go together; and this fact is supported by the experience of Canada. It is reasonable, therefore, to look upon the proposed British inter-imperial customs union, based on preferential tariffs, as possibly a sound policy

APPENDIX I

ENFRANCHISEMENT OF COPYHOLDS.—Under the Common Law it has always been possible for a copyholder and his lord to effect, by mutual agreement, an enfranchisement of the holding. Such an enfranchisement, however, is not satisfactory in all cases, for though the tenant may thereby get rid of the burdensome incidents attached to his holding, yet the land will nevertheless continue to be subject, for example, to mortgages and charges to which the manor may be subject, or to adverse claims arising out of defects in the lord's title, and the lord may also suffer certain disadvantages. Common Law enfranchisement being thus so unsatisfactory, it is now usual to take advantage of the generally advantageous means afforded by the Copyhold Act, 1894. That Act enables an enfranchisement to be effected either voluntarily or by compulsion, *i.e.* either pursuant to an agreement between the lord and the copyholder, or to a notice given by one of them to the other requiring an enfranchisement. The procedure in both voluntary and compulsory enfranchisements is laid down in great detail by the Act, which also precisely declares their respective legal effects. *See* COPYHOLDS.

VALUES OF FOREIGN COINS

IN BRITISH AND UNITED STATES CURRENCY

Country.	Standard.	Monetary Unit.	British Value.	U.S. Value.
			£ s. d.	$
Argentina	Gold	Peso (100 cents)	0 4 0	0·965
Austria-Hungary	Gold	Crown (100 hellers)	0 0 10	0·203
Belgium	Gold	Franc (100 cents)	0 0 $9\frac{6}{16}$	0·193
Brazil	Gold	Milreis	0 2 3	0·546
British Honduras	Gold	Dollar	0 4 2	1·000
Bulgaria	Gold	Lew (100 stotinkas)	0 0 $9\frac{6}{16}$	0·193
Canada	Gold	Dollar (100 cents)	0 4 2	1·000
Chile	Gold	Dollar (100 cents)	0 1 6	0·365
Chinese Empire	Silver*	Tael, Haikwan Customs (1000 cash)	0 6 8†	0·580
	Silver	Dollar (Hongkong)	‡	‡
Costa Rica	Gold	Colon	0* 1 $10\frac{15}{16}$	0·465
Cuba	Gold	Dollar	0 4 2	1·000
Denmark	Gold	Crown (100 öre)	0 1 $1\frac{1}{3}$	0·268

* The coins of silver-standard coinage are valued, as a rule, by the average market price, for the time being, of their pure silver contents.

† The average exchange value of the Haikwan tael is stated by the Chinese Customs Department to have been as follows:—In 1890, 5s. 2¼d.; in 1891, 4s. 11d.; in 1892, 4s. 4¼d.; in 1893, 3s. 11¼d.; in 1894, 3s. 2¼d.; in 1895, 3s. 3¼d.; in 1896, 3s. 4d.; in 1897, 2s. 11⅝d.; in 1898, 2s. 10¼d.; in 1899, 3s. 0⅛d.; and in 1900, 3s. 1⅛d.

‡ The "British dollar" has the same legal value as the Mexican dollar in Hongkong, the Straits Settlements, and Labuan.

VALUES OF FOREIGN COINS—*continued.*

Country.	Standard.	Monetary Unit.	British Value. £	s.	d.	U.S. Value. $
Egypt	Gold	Pound (100 piastres) [Piastre = 2·46d. or 97½ to £]	1	0	6¼	4·943
Finland	Gold	Mark (100 penni)	0	0	9 6/10	0·193
France	Gold	Franc (100 cents)	0	0	9 6/10	0·193
German Empire	Gold	Mark (crown = 10s.)	0	1	0	0·238
Great Britain	Gold	Pound sterling	1	0	0	4·866½
Greece	Gold	Drachma (100 lepta)	0	0	9 6/10	0·193
Hayti	Gold	Gourde	0	4	0	0·965
India	Silver	Rupee (16 annas)			*	*
	Gold	Rupee				
	Gold	Pound sterling	1	0	0	4·866½
Italy	Gold	Lira (100 cents)	0	0	9 6/10	0·193
Japan	Gold	Yen (100 sen)	0	2	0 3/10†	0·498
Mexico	Silver	Dollar‡	0	2	0	0·383
Morocco	Silver	Once	0	0	5⅕	...
Netherlands and Java	Gold	Gulden (100 cents)	0	1	8	0·402
Newfoundland	Gold	Dollar	0	4	2	1·014
Norway	Gold	Crown (100 öre)	0	1	1⅓	0·268
Paraguay	Gold	Peso	0	4	0	0·965
Persia	Silver	Kran (20 shahis)	0	0	7	0·065
Peru	Silver	Sol	0	4	0	0·965
Portugal	Gold	Milreis	0	4	6	1·080
Roumania	Gold	Leu (100 banis)	0	0	9 6/10	0·193
Russia	Gold	Rouble (100 kopecks)	0	2	1⅓	0·515
Servia	Gold	Dinar (100 paras)	0	0	9 6/10	0·193
Siam	Gold	Tical	0	2	5	0·56
Spain	Gold	Peseta (100 cents)	0	0	9 6/10	0·193
Sweden	Gold	Crown (100 öre)	0	1	1⅓	0·268
Switzerland	Gold	Franc (100 cents)	0	0	9 6/10	0·193
Turkey	Gold	Piastre (100 = 18s.)	0	0	2·16	0·044
United States	Gold	Dollar (100 cents)	0	4	2	1·000
Uruguay	Gold	Peso	0	4	2	1·034
Venezuela	Gold	Bolivar	0	0	9 6/10	0·193

* The sovereign is the standard coin of India, but the rupee is the money of account, current at 15 to the sovereign.

† The average value of the yen has been as follows:—In 1890, 3s. 4¼d.; in 1891, 3s. 2⅜d.; in 1892, 2s. 10½d.; in 1893, 2s. 6 7/10d.; in 1894, 2s. 1½d.; in 1895, 2s. 1 3/10d.; and in 1896, 2s. 2d.; and the par value in 1897 and subsequent years, 2s. 0⅓d.

‡ See note, preceding page.

WEIGHTS AND MEASURES OF FOREIGN COUNTRIES

WITH THE ENGLISH EQUIVALENTS

Countries.	Foreign.	English Equivalents.
Austria	Metre	1·09 yard.
	Kilometre	0·621 of a mile.
	Sq. Kilometre	0·386 of a sq. mile.
	Cub. Kilometre	1·308 cub. yards.
	Are	0·0247 acres.
	Hectare	2·47 acres.
	Kilogramme	2·204 lbs. avoir.
	Quintal, Metrique	220·4 lbs. avoir.
	Centner, Metrique (Double Centner)	
	Tonneau (coals only)	2204 lbs. avoir.
	Hectolitre (liquid measure)	22 imp. gallons.
	Hectolitre (cereals, &c.)	2·75 imp. bushels.
Belgium	As in Austria	.....
Bulgaria	As in Austria	.....
China	Tael (weight)	1·33 ozs.
	Catty	1·33 lbs. avoir.
	Picul	133⅓ lbs. avoir.
	Ts'un	1·41 inches.
	Ch'ih	1·175 feet.
	Chang	11·75 feet.
	Li	2115 feet.
Denmark	Dank mil	4·68 miles.
	Geo. mil	4·61 miles.
	Geo. sq. mil	21·195 sq. miles.
	Töndeland	1·36 acres.
	Tönde (corn)	3·8 imp. bushels.
	Tönde (coal)	4·6775 bushels.
	Tönde (beer)	28·92 imp. gallons.
	Pund	1·102 lbs. avoir.
	Pot	0·213 of an imp. gallon.
Egypt	Pic (textiles)	22·83 inches.
	Feddau (of land)	1·04 acres.
	Oke	2·75136 lbs. avoir.
	Cantar	99·05 lbs. avoir.
	Ardeb of Wheat (118 okes)	324·6 lbs. avoir.
	Ardeb of Maize (118 okes)	324·6 lbs. avoir.
	Ardeb of Barley (88 okes)	242·6 lbs. avoir.
	Ardeb of Rice (152 okes)	418·3 lbs. avoir.
Finland	As in Austria	.....
France	As in Austria	.....
German Empire	As in Austria	.....
Greece	As in Austria	.....
Holland	As in Austria	.....
Hungary	As in Austria	.....
Italy	As in Austria	.....

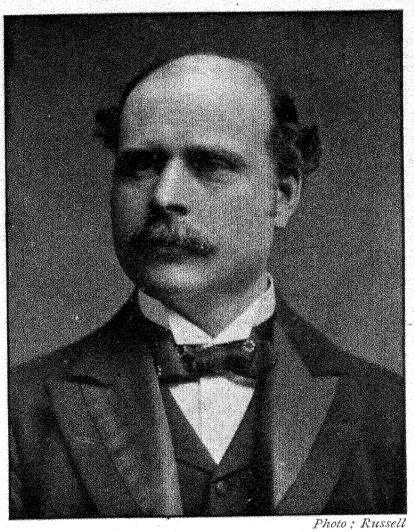


Photo: Russell

LORD DEVONPORT was raised to the Peerage in 1910. He is Chairman of the Port Authority, London; has many business interests, and represented Devonport in the House of Commons. Has been an active politician, working in the Liberal interest, and Secretary to the Board of Trade 1905–9.

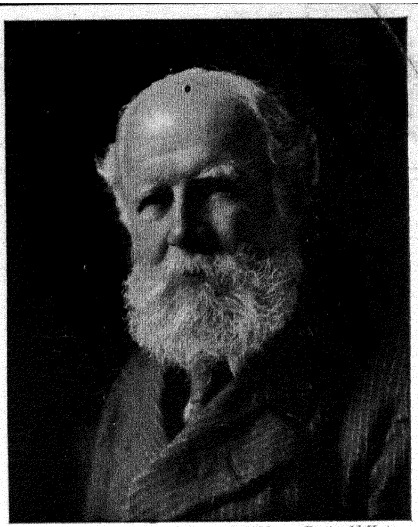


Photo: Reginald Haines

LORD AVEBURY is a man of many interests. A successful banker, he is head of Robarts, Lubbock & Co. Sat for Maidstone 1870–80. In a long life has held many public appointments of great commercial importance; is a member of many learned societies, and while being an authority on banking subjects, has found time to write much.

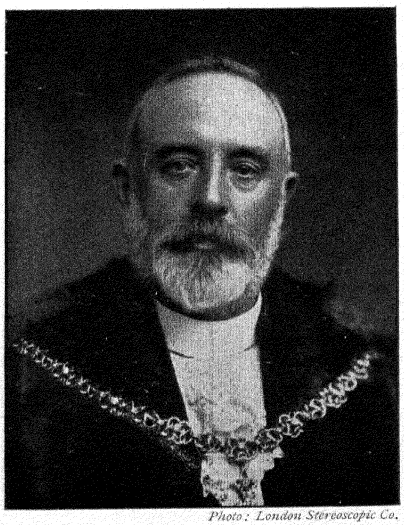
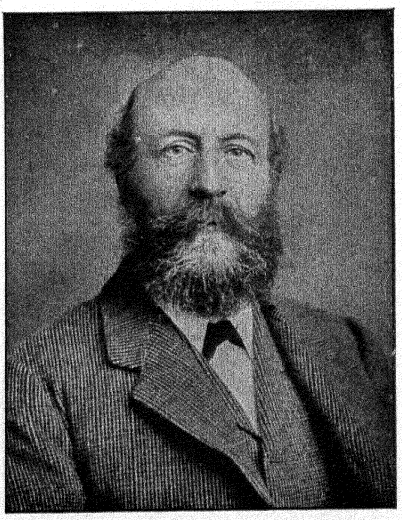


Photo: London Stereoscopic Co.

SIR WILLIAM PURDIE TRELOAR, Bart., born in 1843, is head of the firm of Treloar & Sons of London, carpet manufacturers. A Lieutenant of the City of London, Alderman 1892, Sheriff 1889–1900, and Lord Mayor 1906–7. He is also the author of "Ludgate Hill, Past and Present," and other works, and a Director of T. Cook & Son, Egypt, Ltd. Bart. 1907.



GEORGE CADBURY, born 1839, head of the firm of Cadbury Brothers, cocoa manufacturers, and a prominent member of the Society of Friends. In 1879 the works of the firm were removed to the model village at Bournville, near Birmingham. He acquired an interest in the *Birmingham News* in 1893, and, in conjunction with Mr. Ritzema, purchased the London *Daily News* in 1902.

SUCCESSFUL BUSINESS MEN

WEIGHTS AND MEASURES OF FOREIGN COUNTRIES—*continued.*

Countries.	Foreign.	English Equivalents.
Japan	Ri	2·4403 miles.
	Sq. Ri	5·9552 sq. miles.
	Cho (long measure)	5·4230 chains.
	Cho (land measure)	2·4507 acres.
	Ken	1·9884 yards.
	Tsubo	3·9538 sq. yards.
	Koku (liquid)	39·7033 gallons.
	Koku (dry)	4·9629 bushels.
	Koku (capacity of vessel)	$\frac{1}{10}$ of a ton.
	Sho (liquid)	1·5881 quart.
	Sho (dry)	0·1985 peck.
	Kwan	8·2673 lbs. avoir.
	Kin	1·3228 lbs. avoir.
Norway	As in Austria	.....
Portugal	As in Austria	.....
Roumania	As in Austria	.....
Russia	Verste	0·663 of a mile.
	Sq. Verste	0·44 of a sq. mile.
	Pood	36 lbs. avoir.
	Berkovets	360 lbs. avoir.
	Tchetvett	5·77 imp. bushels.
	Dessiatine	2·7 acres.
	Vedro	2·7 imp. gallons.
Servia	As in Austria	.....
Spain	As in Austria	.....
Sweden	As in Austria	.....
Switzerland	As in Austria	.....
United States	Bushel (Winchester)	0·9694 of imp. bushel, or 33 Winchester bushels = 32 imp. bushels.
	Gallon (old English)	0·833 of an imp. gallon, or 6 United States gallons = 5 imp. gallons.
	Barrel of flour	196 lbs. avoir.
	Short ton	2000 lbs. avoir.
	Long ton	2240 lbs. avoir.

APPENDIX II

RAILWAY FIRES.—By the Railway Fires Act, 1905, the liability of a railway in respect to fires caused by sparks is greatly extended. The Act provides that after the 1st of January 1908 where any damage is caused to agricultural land or crops by fire, from sparks or cinders from an engine, the fact that the engine is used under statutory powers is not to affect the railway's liability in an action for the damage. If the engine belongs to one company running on another company's railway, either company is to be liable. If action is brought against the company working the railway, it is entitled to be indemnified by the company using the engine. But these provisions are not to apply where the claim exceeds £100. *Extinction of Fire.*—The railway company may enter upon any land and do everything necessary to extinguish or arrest any such fire. The railway company can, to prevent or diminish the risk of fire in a plantation wood or orchard, through sparks or cinders from an engine, enter them or the land adjoining thereto and cut down or clear away any undergrowth and take any other reasonable precautions, but they must not without the consent of the owner of them, cut down or injure any trees, bushes, or shrubs. The company is under an obligation, however, to pay full compensation to any person injuriously affected by these Acts, including loss of amenity, and in case of difference such compensation is in England and Ireland to be fixed by two justices under the Lands Clauses Consolidation Act, 1845, and in Scotland by the Sheriff under the corresponding Act for Scotland. *Notice of Claim.*—This must be given with particulars of damage in writing, to the company within seven days of the damage for the claim, and fourteen days for the particulars. Under this Act "agricultural land," means arable, meadow, and pastoral land, market and nursery gardens, plantations, woods, and orchards, and any fences, but not moorland or buildings. "Crops" include all growing or severed, but not those led or stacked. "Railway" includes light railways and tramways worked by steam power.

SERVANTS' REGISTRIES.—Every person who carries on, for the purpose of private gain, the trade or business of keeper of a female domestic registry is now required to register his name and place of abode, and also the premises in which such trade or business is carried on, in a book kept at the offices of the local authority for the purpose. Bye-laws are made by the local authority. They prescribe the books to be kept and the entries to be made therein, and any other matter deemed necessary for the prevention of fraud or immorality in the conduct of the registry, and for regulating the premises used. The person registered must keep a copy of these bye-laws hung up in a conspicuous place in the registered premises. A duly authorised officer of the local authority has full and free power of entry, at all reasonable times, upon the registered premises for the purpose of inspecting them and the books. An unregistered person who carries on the business of a servants' register may be prosecuted, and on conviction fined £5, and have his registration cancelled. There is a like penalty for breach of a bye-law.

SHOPS (also article in Vol. V.).—The Shops' Regulations Acts, 1892 to 1904, with the Regulations, dated 13th February 1905, by the Home Secretary as to early closing contain much that is of importance to shopkeepers.

Young persons.—The Shop Hours' Act, 1892, provides that no young person

under eighteen years is to work in a shop more than seventy-four hours per week including meal times. Those working in a factory on the same day must not work altogether more than the number of hours allowed by the Factory Acts. Notice of this Act must be hung up in the shop where young persons are employed under a penalty of forty shillings. The employer is liable on summary conviction to £1 fine for each young person employed contrary to the Act, but on being charged he can prove that he took all due precautions, and on his information the person actually responsible will be brought before the Court and fined, the employer being exonerated. The Council of any county or borough, &c., can appoint an Inspector, who is to act as if under the Factory Acts. A "shop" includes retail and wholesale shops, markets, stalls, warehouses, licensed public-houses, and refreshment houses. The Act does not apply where only the members of the family are employed, dwelling in the same building, or as to members of the employer's family or domestic servants where young persons are employed.

Shop clubs.—The Shop Clubs Act of 1902 renders an employer liable on summary conviction (first offence, £5; second offence within one year, £20, but if several persons employed are concerned, he is to be convicted only on one offence) for (1) making it a condition of employment that the workman shall cease to be a member of a Friendly Society; (2) or that he shall not become a member of such a society, except the shop club or thrift fund of that employer; (3) making it a condition that he shall join such shop club or thrift fund unless such club or fund has been registered under the Friendly Societies Acts and duly certified by the Registrar under those Acts. No certificate is to be given unless (1) the shop club or fund gives the workmen a substantial benefit from the employer's contributions as well as from those of the workmen; (2) that such club or fund is permanent and does not annually or periodically divide its funds, and, except under the Act, the employee is not required to resign on leaving the firm. The Registrar must also be satisfied that 75 per cent. of the workmen desire the club or fund to be started; he also considers any objections made. Railways are exempted from the Act and allowed to make it compulsory to join superannuation, insurance, or other funds already existing, to the funds of which the company contributes. On resigning from the firm the employee can remain a member of the club or fund, but cannot act in the management or vote, unless his so remaining is contrary to the rules, then he can get his calculated share on leaving. "Shop club" or "thrift fund" includes any such club or fund connected with a workshop, factory, dock, shop, or warehouse.

Early closing.—The Early Closing of Shops Act, 1904, gives powers to a local authority to make a Closing Order, subject to confirmation by the central authority, in which the local authority can (1) fix the hours of closing of shops in a district, or shops of a specified class, but not earlier than 7 P.M. and on one day of the week 1 P.M.; (2) prohibit retail trade after the fixed closing hour in any other place within the area; (3) define the shops and trades affected, (4) authorise sales in cases of emergency; (5) add any other incidental provisions. But the order cannot apply to fairs or charity bazaars or to any of the businesses scheduled to the Act. Such scheduled businesses are post-office business, the sale of medicines, medical and surgical appliances, on or off sale of intoxicating liquors, the sale of refreshments for consumption on the premises, tobacco or newspapers, and the business of a railway book-stall or refreshment room. If the trade in a shop is a mixed one the shop can be kept open for the scheduled trades under conditions fixed by the Closing Order, but conditions as to a place where there is a post-office must be agreed to by the Postmaster-General. The procedure is contained in the Regulations following, and, when finally confirmed, the Order has the effect of an Act of

Parliament. After passing the central authority it lies for forty days before Parliament, and can be cancelled on address from either House by the King in Council. Breach of any of the provisions of the Act is punished on a first offence by £1 fine, second £5, third or later £20. But the shopkeeper incurs no liability for serving a customer already in the shop at closing time. The local authority in London is each Metropolitan Borough Council, in the County Borough Councils of over 20,000 inhabitants, or the authority which can appoint an Inspector under the Shop Hours Act. "Shop" is any place of retail, including a barber's. The central authority is for England, the Home Secretary; for Scotland, the Secretary for Scotland; and for Ireland, the Lord-Lieutenant. A County Council may delegate to a Metropolitan Borough or Urban District Council its powers under the Shop Hours Acts, 1892 to 1895, where an Order is already in force in the borough.

Regulations, dated 13th February 1905, as to Early Closing.—1. As soon as possible after a *primâ facie* case has been made out the local authority is to prepare a draft Order, which is to be annexed to a Notice following a prescribed form. 2. This notice is to be advertised twice in a local newspaper or newspapers; posted in the streets and public places where it is to have effect; given to ratepayers making reasonable application; and, if affecting a post-office, sent to the Postmaster-General. 3. Four weeks are allowed for objections to the Order. 4. A numbered register of shops is to be made up showing the names, addresses, and trades of the shops affected. The shopkeepers are entitled to attend and see the necessary entries made. 5. After considering objections the local authority must find if two-thirds of the shopkeepers are in favour of the Order. If there is a signed request purporting to be signed by two-thirds, the local authority can verify the signatures or give notice with a voting paper by post or delivery to all those on the Register. The voting papers not returned through the post are to be collected within a week or such less time as is fixed by the notice. The collector must have a written appointment. The voting paper may be signed with the shopkeeper's full name or business signature or by mark witnessed and signed with name and address of the witness. The papers are then scrutinised and counted. 6. The papers are to be filed, and, with the Register, open for the inspection of any ratepayer or shopkeeper affected, for a fortnight and notice given as before, but only one advertisement is necessary. 7. The shopkeeper may bring any matter before the local authority to be rectified. These matters and doubtful votes are considered, to find if there is a two-thirds majority. The Order is then submitted to the Secretary of State with a full report. If more than one-third are against the Order the proceedings stop, but a new Order may be made later. 8. When the Order is made notice is given as at first. 9. The local authority must inform the Secretary of State as to the method of obtaining the opinion of the shopkeepers' and any other matter necessary, with copies of the notices, &c., verified by the certificate of their clerk. 10. *Local Inquiries.*—If the Secretary of State orders a local inquiry, the local authority fixes the place and the Commissioners the time for such inquiry. 11. Three weeks notice is given, advertised and posted as before. 12. The inquiry is public, and any one affected may be heard in person or by counsel, solicitor, or agent. 13. The Commission decides the order of proceedings, and can order any new objector to give his objections in writing. 14. He can adjourn the hearing from time to time. 15. If there is a class of objectors, he can choose one to represent the class, state his case and call evidence, and can hear any other of the class of objectors subsequently if he thinks fit. 16. He has to regulate all the proceedings. 17. *Revocation.*—If a requisition, for revocation of the Order, by a majority of those affected or of a class is sent to the local authority, or the local authority desire to test the opinion of any class, it proceeds as before to obtain an

opinion. 18. If the majority is against the Order, the local authority applies to the Secretary of State to revoke the Order in regard to the class affected by the majority vote. 19. When the Order is not proceeded with, confirmed, or disallowed by the Secretary of State, or revoked in whole or in part, the fact is to be advertised and posted as before, but with only one advertisement unless confirmed, then two. 20. Failure to deliver a notice or voting paper to any person or the local authority or any other informality will not invalidate the proceedings. The like provisions obtain in Scotland and Ireland.

SKY-SIGNS are the subject of special legislation and bye-laws in the county of London. Outside that area they come for the most part within the provisions of the general law, as in the Public Health Acts Amendment Act 1907 and the bye-laws thereunder. In this article the general law, applicable to the country outside London, will alone be noticed. By the statute just referred to the term "sky-sign" means "any word, letter, model, sign, device, or representation in the nature of an advertisement, announcement, or direction supported on or attached to any post, pole, standard, framework, or other support wholly or in part upon, over, or above any house, building, or structure which, or any part of which, sky-sign shall be visible against the sky from some point in any street or public way, and includes all and every part of any such post, pole, standard, framework, or other support." It also includes—Any balloon, parachute, or other similar device employed wholly or in part for the purposes of any advertisement or announcement on, over, or above any house, building, structure, or erection of any kind, or on or over any street or public way. It does not, however, include—(*a*) Any flagstaff, pole, vane, or weathercock unless adapted or used wholly or in part for any advertisement or announcement; (*b*) Any sign or any board, frame, or other contrivance securely fixed to or on the top of the wall or parapet of any building, or on the cornice or blocking course of any wall, or to the ridge of a roof; provided that such board, frame, or other contrivance be of one continuous face and not open work, and do not extend in height more than three feet above any part of the wall or parapet or ridge to, against, or on which it is fixed or supported; (*c*) Any word, letter, model, sign, device, or representation as aforesaid relating exclusively to the business of a railway or canal company, and placed wholly upon or over any railway, canal, railway station, wharf, quay, yard, platform, or station or wharf or quay approach belonging to a railway or canal company, and so placed that it cannot fall into any street or public place.

It is lawful to erect, or fix to, upon, or in connection with a building or erection a sky-sign, only with the license of the local authority. And such a license becomes void—(i) If any addition to the sign be made except for the purpose of making it secure under the direction of the surveyor; (ii) If any change be made in the sign or any part thereof; (iii) If the sign or any part thereof fall either through accident, decay, or any other cause; (iv) If any addition or alteration be made to or in the house, building, or structure on, over, or to which the sign is placed or attached if such addition or alteration involves the disturbance of the sign or any part thereof; or (v) If the house, building, or structure over, on, or to which the sign is placed or attached become unoccupied or be demolished or destroyed. A sky-sign unlawfully in position may be removed as a nuisance by the local authority. There is a penalty for keeping an unlicensed sky-sign. *See* ADVERTISEMENTS.

STREET BETTING.—*See* GAMING.

SWEATING.—In order to prevent sweating and improper conditions of labour the legislature has introduced the Trades Board Act, 1909, to provide for the establishment of Trade Boards in certain trades. The Act itself specifies certain trades to which it shall apply. These are—(i) Readymade and wholesale bespoke tailoring, and any other branch of tailoring in which the Board of Trade consider that the system of manufacturing is generally similar to that

prevailing in the wholesale trade; (ii) The making of boxes or parts thereof made wholly or partially of paper, cardboard, chip, or similar material; (iii) Machine-made lace and net finishing, and mending or darning operations of lace curtain finishing; and (iv) Hammered and dollied or tommied chain-making. In addition to these trades, however, the Board of Trade has power to apply the Act, by Provisional Order, to any specified trade if satisfied that the rate of wages prevailing in any branch of the trade is exceptionally low as compared with that in other employments, and that the other circumstances of the trade are such as to render the application of the Act to the trade expedient. On the other hand, the Board, if satisfied that the conditions of employment in any trade to which the Act applies have been so altered as to render the application of the Act to the trade unnecessary, may issue a Provisional Order under which the Act shall cease to apply to the trade.

Trade Boards are constituted in accordance with regulations of the Board of Trade, the details of the constitution varying, if necessary, in each case according to the conditions of the trades, or branch of work in the trades, to which they relate. In general, however, the members are composed of two classes—representative and appointed. The representative members must consist of representatives of employers and representatives of works in equal numbers. The "appointed" members are appointed by the Board of Trade in such numbers, but not less than half the number of representative members, as the Board may think fit. Women are eligible for membership as well as men, and in the case of a Trade Board for a trade in which women are largely employed at least one of the appointed members must be a woman. Representative members are elected or nominated, or partly elected and partly nominated, as is provided for in the Regulations. These latter, though, must provide for the representation of home workers on Trade Boards in all trades in which a considerable proportion of home workers are employed. The chairman and secretary are appointed by the Board of Trade, the chairman from amongst the members. The quorum for a meeting is one-third of the whole number of members, including one appointed member. A Trade Board may establish district trade committees. The constitution and functions of these committees are dealt with later on. Officers, too, are appointed by the Board of Trade to act, amongst other things, under the directions and in the assistance of the Trade Boards. These, too, are dealt with later on.

General duties of Trade Boards.—A Trade Board is required to consider, as occasion requires, any matter referred to it by a Secretary of State, or the Board of Trade, or any other Government department, with reference to the industrial conditions of the trade in connection with which it has been established, and must make a report upon the matter to the department by whom the question has been referred. In particular its duties and powers have relation to the matter of minimum rates of wages in its trade.

Fixing minimum rates of wages.—Minimum rates of wages for time work must be fixed for its trade by a Trade Board. Such rates are referred to as "minimum time-rates." General rates of wages for piece-work—referred to as "general minimum piece-rates"—must also be fixed. And these rates of wages (whether time- or piece-rates) may be fixed so as to apply universally to the trade, or so as to apply to any special process in the work of the trade, or to any special class of workers in the trade, or to any special area. If a Trade Board report to the Board of Trade that it is impracticable in any case to fix a minimum time-rate in accordance with the foregoing, the Board of Trade has power, so far as regards that case, to relieve the Trade Board of its duty.

Before fixing any minimum time-rate or general minimum piece-rate, the Trade Board is required to give notice of the proposed rate, and consider any objections lodged within three months. And having fixed a rate notice must be given also. If considered expedient a Trade Board may cancel or vary any

such rate, and, if directed by the Board of Trade, are bound to reconsider it, whether an application for the purpose is made or not. It is necessary to give notice of a proposed cancellation or variation. On the application of an employer a Trade Board must fix a special minimum piece-rate to apply as respects the persons employed by him in cases to which a minimum time-rate but no general minimum piece-rate is applicable, and may, as it thinks fit, cancel or vary any such rate either on the application of the employer or after notice to the employer, such notice to be given not less than one month before cancellation or variation of any such rate.

A minimum time-rate or minimum piece-rate fixed by a Trade Board does not become obligatory in the cases in which it is applicable until the expiration of six months from the date of the notice, and then only if approved by the Board of Trade. Such approval cannot be obtained if the Board of Trade is of opinion that the circumstances are such as to make it premature or otherwise undesirable to make an obligatory order, and in that case an order of suspension is made by the Board of Trade which suspends the obligatory operation of the rate. During the pendency of the order of suspension the Trade Board may proceed to press the Board of Trade to make the rate obligatory.

Penalty for non-conformance to rate.—An employer who pays wages less than the minimum rate clear of all deductions is liable, on summary conviction, in respect of each offence, to a fine not exceeding £20, and to a fine not exceeding £5 for each day on which the offence is continued after conviction therefor. In addition to the fine on conviction the court may order payment of the wages due. A worker affected by an infirmity or physical injury which renders him incapable of earning the minimum time-rate, may be granted by the Trade Board, where the case cannot suitably be met by employing him on piece-work, a permit exempting him from the provisions of the Act, thus allowing him to be employed at wages less than the minimum time-rate, so long as the employer complies with any conditions which may be imposed by the permit. On a prosecution by an employer it lies on him to prove, by the production of proper wages sheets or other records of wages or otherwise, that he has not paid, or agreed to pay, wages at less than the minimum rate. An agreement for payment of wages in contravention of the foregoing provisions is void.

Where rate not obligatory.—Where the Board of Trade have not made obligatory a minimum rate of wages fixed by a Trade Board, such minimum rate has, unless the Board of Trade orders to the contrary, only a limited operation as follows:—(*a*) In all cases to which the minimum rate is applicable an employer shall, in the absence of a written agreement to the contrary, pay to the person employed wages at not less than the minimum rate, and, in the absence of any such agreement, the person employed may recover wages at such a rate from the employer; (*b*) Any employer may give written notice to the Trade Board by whom the minimum rate has been fixed that he is willing that that rate shall be obligatory upon him, and in that case he shall be under the same obligation to pay wages to the person employed at not less than the minimum rate, and be liable to the same fine for not doing so, as he would be if an order of the Board of Trade were in force making the rate obligatory; and (*c*) No contract involving employment to which the minimum rate is applicable shall be given by a government department or local authority to any employer unless he has given notice to the Trade Board in accordance with the foregoing provision: Provided that in case of any public emergency the Board of Trade may by order, to the extent and during the period named in the order, suspend the operation of this provision as respects contracts for any such work being done, or to be done, on behalf of the Crown as is specified in the order. A register of such notices must be kept by a Trade Board, open for public inspection without payment of fee.

Piecework where no minimum piece-rate.—In cases where persons are employed on

piecework and a minimum time-rate but no general minimum piece-rate has been fixed, the employer will be taken to be paying wages at less than the minimum rate —(*a*) In cases where a special minimum piece-rate has been fixed under the provisions of the Act for persons employed by the employer, if the rate of wages paid is less than that special minimum piece-rate; and (*b*) In cases where a special minimum piece-rate has not been so fixed, unless he shows that the piece-rate of wages paid would yield, in the circumstances of the case, to an ordinary worker at least the same amount of money as the minimum time-rate.

Prevention of evasion.—Any shopkeeper, dealer, or trader, who by way of trade makes any arrangement express or implied with any worker in pursuance of which the worker performs any work for which a minimum rate of wages has been fixed under the Act, shall be deemed for the purposes of the Act to be the employer of the worker, and the net remuneration obtainable by the worker in respect of the work, after allowing for his necessary expenditure in connection with the work, shall be deemed to be wages.

Complaints as to infraction of rates.—A worker, or any person authorised by him, can complain to the Trade Board that the wages paid to him by his employer, in any case to which a minimum rate fixed by the Board is applicable, are at a rate less than the minimum rate. The Trade Board must thereupon consider the matter, and may, if thought fit, take proceedings on behalf of the worker. But before taking such proceedings the Board may, and, on a first occasion on which proceedings are contemplated against the employer, must take reasonable steps to bring the case to the notice of the employer, with a view to the settlement of the case without recourse to proceedings.

District Trade Committees.—Such may be appointed by a Trade Board to act in and for a particular area determined by the Board. A committee consists partly of members of the Board and partly of non-members, but representing employers or workers engaged in the trade. The precise constitution must accord with the Board of Trade regulations, and these latter must provide for at least one appointed member acting as a member of each committee, and for the equal representation of local employers and local workers, and for the representation of home-workers thereon in the case of any trade in which a considerable proportion of home-workers are engaged in the district. A standing sub-committee must also be appointed for the consideration of applications for special minimum piece-rates and complaints made to the Trade Board under the Act. There may be referred by the Trade Board to the committee, for its report and recommendations, any matter the Board thinks it expedient to refer; and all the powers and duties of the Trade Board, other than the fixing of a minimum time-rate or general minimum piece-rate, may be delegated to the committee. But a committee must recommend minimum time-rates, and, so far as it thinks fit, general minimum piece-rates, to the Trade Board, and no rate fixed or cancellation or variation thereof can have effect within the area of the committee unless it has been recommended by the committee, or an opportunity has been given to the committee to consider and report upon it to the Trade Board and the latter has considered the report (if any) of the committee.

Officers may be appointed by the Board of Trade to investigate complaints and otherwise secure the observance of the Act, and such officers either act under the Board of Trade alone, or, if the Board of Trade so determine, under the directions of a Trade Board. These officers have power to enter premises and inspect books, wages sheets, &c.

Notices under the Act must, under pain of penalty, be affixed in accordance with the regulation, by every occupier of a factory or workshop or place used for giving out work to outworkers in his factory, workshop, or place, and otherwise given to the workers.

TERRITORIAL FORCE.—All His Majesty's military forces other than the regulars and their reserves were recently re-organised under the provisions of

the Territorial and Reserve Forces Act, 1907. In short the Volunteers and Yeomanry were disbanded and the Territorial Force—the new body created by that Act—substituted therefor.

County Associations.—An association, known as a County Association, is constituted for each county, its powers and duties being the organisation and administration of the territorial force within its area, but without power to command or train. Amongst other duties it provides and maintains rifle ranges, buildings, sites for camp, and horses for peace requirements; pays separation and other allowances to the families of men of the force when embodied or called out on actual military service; and arranges with employers of labour as to holidays for training, and ascertains the times of training most suited to the circumstances of civil life. Its president nominates candidates for commissions. The associations receive from parliament the money required for their expenditure.

Government and discipline of the force.—A man enlisted into the force must serve in a corps of the county for which he enlists for such period as may be prescribed, not exceeding four years, reckoned from the date of his attestation. Within twelve months before the end of his current term of service he may re-enlist for a like period. He may be discharged before the end of his current term of service on complying with the following conditions: (i) Giving to his commanding officer three months' notice in writing, or such less notice as may be prescribed, of his desire to be discharged; and (ii) Paying for the use of the association for the county for which he was enlisted such sum as may be prescribed, not exceeding five pounds; and (iii) Delivering up in good order, fair wear and tear only excepted, all arms, clothing, and appointments, being public property, issued to him, or, in case where for any good and sufficient cause such delivery is impossible, on paying the value thereof. These conditions may be dispensed with, either wholly or in part, where the reasons for discharge are of sufficient urgency or weight. He may, of course, be discharged for misconduct, but in such case he has a right of appeal to the Army Council. No one may enlist, or be concerned in the enlistment, of a man who has been discharged or dismissed with disgrace from any part of His Majesty's forces or the Navy without declaring the circumstances of the discharge or dismissal. The general obligation of a member of the force is to serve only in the United Kingdom, but he may, voluntarily only, subject himself to the liability—(*a*) to serve in any place outside the United Kingdom; or (*b*) to be called out for actual military service for purposes of defence at such places in the United Kingdom as may be specified in an agreement, whether the Territorial Force is embodied or not.

During the first year of his original enlistment a man must undergo such preliminary training, in addition to the ordinary and annual training and drills, as may be prescribed by Order in Council. The annual training comprises in general—(*a*) a training for not less than eight nor more than fifteen, or in the case of the mounted branch, eighteen days in every year; (*b*) attendance at the prescribed number of drills, and fulfilment of the other conditions relating to training prescribed for the particular arm or branch of the service. A penalty, not exceeding £5, may be recovered from one who, without reasonable excuse, makes default in attendance at his training or drills.

Civil rights and exemptions.—The acceptance of a commission does not vacate the seat of a member of parliament. An officer or man is not liable to a penalty or punishment in respect of an absence for the purpose of voting at a parliamentary election, and he cannot be compelled to serve as a peace-officer or parish officer or on a jury. A field officer cannot be required to serve in the office of high sheriff. Officers and men of the force are subject to military law when—(*a*) being trained or exercised; (*b*) when attached to, or otherwise acting with, any regular forces; (*c*) when embodied; and (*d*) when called

out for actual military service for purposes of defence in pursuance of any agreement.

TOWN-PLANNING.—Land in course of development or appearing likely to be used for building purposes may now, under the Housing and Town-Planning Act, 1909, be made the subject of a "town-planning scheme," with the general object of securing proper sanitary conditions, amenity, and convenience in connection with the laying out and use of the land, and of any neighbouring lands. By this means it is hoped that our towns and urban centres will develop on sanitary and æsthetic lines, and escape, in their future, the wholly inconvenient and unhealthy conditions under which our towns now exist.

A scheme may be made by a local authority with reference to any land within or in the neighbourhood of its area, if the Local Government Board is satisfied that there is a *prima facie* case for making such a scheme. A local authority may also be required by the Board to adopt a scheme proposed by all or any of the owners of any land with respect to which the local authority might themselves have been authorised to prepare a scheme. It is thus open to landowners to take the initiative. The expression, "land likely to be used for building purposes," includes, it should be noted, "any land likely to be used as, or for the purpose of providing, open spaces, roads, streets, parks, pleasure or recreation grounds, or for the purpose of executing any work whether in the nature of a building work or not, and the decision of the Local Government Board, whether land is likely to be used for building purposes or not, shall be final." Land already built upon, or land not likely to be used for building purposes, may be included in a scheme if it is so situated with regard to land likely to be used for building purposes that it should be so included. A scheme has no effect unless and until approved by an order of the Local Government Board, and before approval the scheme must be advertised in the *Gazette* in order that interested persons opposing may have an opportunity to submit their objections.

Regulations for setting out the procedure with respect to applications for authority to prepare or adopt a scheme and matters incidental thereto are made by the Local Government Board. These regulations provide—(*a*) for securing co-operation on the part of the local authority with the owners and other persons interested in the land proposed to be included in the scheme at every stage of the proceedings, by means of conferences and such other means as may be provided in the regulations; (*b*) for securing that notice of the proposal to prepare or adopt the scheme should be given at the earliest stage possible to any council interested in the land; and (*c*) for dealing with other matters, such as streets, buildings, open spaces, lighting, water, &c.

Compensation.—A person whose property is injuriously affected by a town-planning scheme is entitled to compensation from the responsible authority, provided he claims the same within the time prescribed by the scheme and in the manner prescribed by the regulations. On the other hand, the local authority may recover from a person whose property is increased in value by the making of a town-planning scheme one half of the value of that increase. Disputes as to injury or increase in value, and as to the amount and manner of payment (whether by instalments or otherwise) are determined by arbitration. With regard to compensation by reason of a town-planning scheme injuriously affecting a property, it should be noted that compensation is not payable so far as the property would have been so affected if by a mere enforcement of the local bye-laws. Again, property will not be deemed to be injuriously affected so as to give a right to this compensation if the cause is a reasonable requirement as to the number of buildings or the space about or height or character of buildings only.

Generally.—A local authority may purchase land for the purpose of a town-planning scheme. The Local Government Board has power to act, after holding a public local inquiry, where the local authority—(*a*) fails to prepare a town-planning scheme where such a scheme ought to be made; or (*b*) fails to adopt a

landowners' scheme which ought to be adopted; or (*c*) unreasonably refuses to consent to any modifications or conditions imposed by the Board.

TRADE DISPUTES.—The Trade Disputes Act, 1906, the latest of the Trade Union Acts, 1871 to 1906, deals with disputes between employers and workmen, or between workmen and workmen, which are connected with employment or non-employment, terms of employment, or conditions of labour. The term "workmen" includes all persons employed in trade and industry, whether or not in the employment of the employer with whom the dispute is.

Conspiracy.—The law as to conspiracy has been further changed by this Act. By the common law, any two or more persons who agree together to do an act may render themselves liable for conspiracy or an action for damages, even in cases where the act done by one would not have been a crime or ground of action. But by the Conspiracy and Protection of Property Act, 1875, any two or more persons agreeing to do an act in furtherance or contemplation of a trade dispute are not to be indictable for conspiracy if the act when committed by one would not be a crime. This latter proviso is now extended by the Act of 1906, which enacts that "any act done in pursuance of an agreement or combination by two or more persons shall, if done in contemplation or furtherance of a trade dispute, not be actionable unless the act, if done without any such agreement or combination, would be actionable." *Peaceful picketing.*—It is now lawful for one or more persons on their own behalf or for a trade union or individual employer or firm, in contemplation or furtherance of a trade dispute, to attend at or near a place where a person resides, works, carries on business, or happens to be, if for the purpose of peacefully obtaining or communicating information or peacefully persuading any one to work or abstain from working. *Breach of contracts.*—Any act done in contemplation or furtherance of a trade dispute is not actionable only because it induces some other person to break a contract of employment, or that it is an interference with the trade business or employment of some other person, or his right to dispose of his capital and labour as he wills.

Taff Vale case.—In this case it was decided that actions of tort could be brought against registered trade unions. To meet this decision the present Act provides that an action against a trade union, whether of masters or workmen or any members or officials on behalf of themselves or the other members, for a tort committed by or on behalf of the trade union is not to be entertained by any Court. But it leaves the trade union liable on actions of contract. These provisions prevent actions being brought against trade unions or their officials for conspiracy to induce men to break their contracts or the employers to dismiss workmen; but serious questions may arise as to the extent of peacefully picketing and when it becomes an unlawful act.

UNEMPLOYED. *See* **LABOUR EXCHANGE.**

WORKMEN'S COMPENSATION (and see article in Vol. V) where any question arises as to the liability to pay compensation or as to whether the injured person was a workman, to whom the Workmen's Compensation Act applies, these questions, if not settled by agreement, must be settled by Arbitration. The Rules as to Arbitration are set out in the original article. If during the time allowed for Arbitration proceedings to be brought, an action is brought for damages and it is decided that the injury is not one which makes the employer liable in such action but that he would be liable under this Act, then the action will be dismissed, but the Court, if the Plaintiff chooses, will assess the damages under the Act, deducting the costs caused by the abortive proceedings. The Court gives a certificate of the amount of such compensation and deducted costs, which certificate is equal to an award under the Act.

Definitions of terms.—The term "workman" has already been defined. It remains now to define, in accordance with the statute, the terms "dependants,"

"member of a family," "outworker," "employer," "ship," and "manager." First as to "dependants." This term means such of the members of the workman's family as were wholly or in part dependent upon the earnings of the workman at the time of his death, or would but for the incapacity due to the accident have been so dependent. Where the workman being the parent or the grandparent of an illegitimate child leaves such a child so dependent upon his earnings, or, being an illegitimate child, leaves a parent or grandparent so dependent upon his earnings, the term shall include such an illegitimate child, and parent or grandparent respectively. The term "member of a family" means the wife, husband, father, mother, grandfather, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister. The term "outworker" means a person to whom articles or materials are given out to be made up, cleaned, washed, ornamented, finished, repaired, or adapted for sale in his own home or on other premises not under the control or management of the person who gave out the materials or articles. The term "employer" includes any body of persons, corporate or unincorporate, and the legal personal representative of a deceased employer, and where the services of a workman are temporarily lent or let on hire to another person, by the person with whom the workman has entered into a contract of service or apprenticeship, the latter shall be deemed to continue to be the employer of the workman whilst he is working for that other person. The term "ship" has the same meaning as in the Merchant Shipping Act, 1894, namely, "every description of vessel used in navigation not propelled by oars." The term "manager" in relation to a ship means a ship's husband or other person to whom the management of the ship is entrusted by or on behalf of the owner. A *French subject* may be entitled to the benefits of the Act under the Workmen's Compensation (Anglo-French Convention) Act, 1908.

Notice of the accident must be given as soon as practicable and before the workman has voluntarily left the employment in which he was injured. The claim must be made within six months, or, in case of death, within six months from the time of death. But the want of, or any defect, or inaccuracy in such notice will not bar the proceedings, if it is found in the proceedings that the employer is not or would not be prejudiced in his defence, or that the defect was owing to a mistake, absence from the United Kingdom, or other reasonable cause. A notice or amended notice may then be given and the hearing postponed. The failure to make a claim within the time will not be a bar if it is found that such failure was occasioned by mistake, absence from the United Kingdom, or other reasonable cause. The notice must contain the name and address of the person injured, the cause of the injury, the date of the accident, and is required to be served on the employer or employers by delivery or by registered letter to the residence or place of business of the employer. If the employer is a body corporate or unincorporate, then by delivery or by registered letter to the employer at any one of the offices of such body. *Contracting out.*—The Registrar of Friendly Societies has power, after inquiry as to the views of the employer and workmen, to certify any scheme of compensation, benefit, or insurance for the workmen, whether or not other employers and workmen are included in such scheme; that the scales of compensation are not less favourable than under the Act; that where contributions by the workmen are provided for, the benefits are at least equivalent to those contributions, in addition to equivalent compensation as under the Act; that a majority (by ballot) of the workmen concerned are in favour of the scheme. In the case of such certification the employer may, while the certificate is in force, contract with any of his workmen to go under the scheme and not under the Act. An agreement or scheme entered into otherwise does not exclude the operation of the Act.

The Registrar may give a certificate for a limited period of not less than five years; he may renew such a certificate from time to time with or without modifications. No scheme will be certified which contains an obligation upon the workmen to join such scheme as a condition of the hiring, or which has no provision enabling the workmen to withdraw from it. If complaint is made by or on behalf of the workmen that the benefits no longer conform to above conditions, the provisions are being violated, the scheme is not being fairly administered, or satisfactory reasons for revocation are given, then the Registrar will inquire, and on finding there is good cause for the complaint, unless such cause of complaint is removed, revoke the certificate. On revocation the moneys still in hand, after paying liabilities, are divided between the employers and workmen as agreed or as fixed by the Registrar if no agreement can be come to. The employer must answer questions and furnish accounts required by the Registrar as to the scheme. The Registrar will include details of these schemes in his annual report and may make regulations.

Sub-contractors.—If the principal contracts with a sub-contractor for the execution of the whole or part of a contract, the principal will be liable to any man employed on the contract as if employed by him, the wages being calculated on what the man is actually earning from his own employer. If the contract relates to threshing, ploughing, or other agricultural work, the contractor providing and using the machinery driven by mechanical power, he alone is liable to any workman employed by him. The principal is entitled to indemnification by any person liable to pay compensation independently of this provision, in default of agreement to be settled by Arbitration. The workman can proceed against the contractor and not the principal if he prefers. The accident must have occurred on or about the premises, the subject of the contract, or which are under the principal's control or management.

Bankruptcy of employer.—If the employer has insured himself against liability for compensation and becomes bankrupt, enters into a composition with his creditors, or if a company is being wound up, the rights of the employers against the insurers are transferred to the workmen, notwithstanding the bankruptcy and company laws. The insurers will then have the same right, remedies, and liabilities as the employer had, but only to the extent of the amount insured. If the workmen claim more than this, they can prove for the balance in the bankruptcy or liquidation. A sum up to £100 due for compensation under the Act is to rank as a preferential payment, having priority in bankruptcy or winding up, if accrued before the date of the Receiving Order or the commencement of the winding up. Weekly payments are to be taken at a lump sum equivalent to the amount at which the employer could have freed himself by application under the Act. This provision is also to apply to the Stannaries Act, 1887, and companies under that Act. But shall not apply where a contract has been entered into with insurers as above, nor where a company is being wound up voluntarily for reconstruction or amalgamation.

Against both employer and stranger.—If the accident has occurred so as to create a liability on the part of a stranger, then (1) the workmen can claim against both the stranger and the employer, but cannot get both damages and compensation. (2) The employer or principal or where there has been a sub-contract the sub-contractor who has paid compensation can claim against the stranger by action or by consent of the parties; the question can be settled by Arbitration under the Act.

Seamen.—The Act applies to masters, seamen, and apprentices in the sea service and apprentices in sea fishing, if they come under the derivation of workmen in the Act, and belong to a ship registered in the United Kingdom or any British ship owned, or where the manager has his principal place of business in the United Kingdom. The foregoing is subject, however, as follows:—(*a*) except where the master claims, the notice and claim may be served on

the master, but if the accident happened and the incapacity commenced on the ship, no notice of the accident need be given; (*b*) in case of death the notice can be given within six months of the claimant receiving notice of the death; (*c*) if the injured person is discharged or left in a British Possession or foreign country, depositions may be taken by a judge or magistrate in the British Possession, or by the British Consular Officer in the foreign country, and sent home to the Board of Trade; these or certified copies are evidence in the case; (*d*) if the deceased leaves no dependants and the owner of the ship is liable for the expenses of burial under the Shipping Act, 1894, no compensation is to be paid; (*e*) no weekly payments shall be made during the time the owner is liable for maintenance under the Shipping Act of 1894; (*f*) the compensation is to be paid in full, notwithstanding the limitation of shipowner's liability in certain cases of loss of life, injury or damage under the Shipping Acts, but the limitation is to apply where an indemnity is sought under the Act in cases against both employer and a stranger; (*g*) where the ship is lost with all hands, the claim can be made by the dependants within eighteen months from the date at which the ship is deemed to be lost, in the same way as wages under Section 174 of the Shipping Act, 1894. The Act does not apply to members of a fishing crew taking shares in the venture, but it does apply to pilots under Part X. of the Shipping Act, 1894. Where no owners reside in the United Kingdom a Court of Record in England or Ireland may order the arrest of any ship in port or within the three mile limit, until compensation or security is given. The person giving security is to be the Defendant in any proceedings. Section 692 of the Shipping Act, 1894, is also to apply as to arrest of a ship.

Industrial diseases.—Where the certifying surgeon under the Factory and Workshop Act, 1901, certifies that the workman is suffering from a disease in the schedule to the Act and is disabled from earning full wages or is suspended under that Act on account of such disease or dies from such disease, the disease being due to the nature of the employment worked at within twelve months before the disablement or suspension, whether under one or more employers, he and his dependants can get compensation as if it were an accident arising out of and in the course of that employment. But (1) the disablement or suspension is to be treated as the happening of the accident; (2) if the workman at the time of engagement wilfully and falsely represented in writing that he had not previously suffered from the disease no compensation will be payable; (3) the compensation shall be recoverable from the last employer during the twelve months in the employment to the nature of which the disease was due, provided (*a*) the claimant shall if required give to the employer the names and addresses of all previous employers during the twelve months as far as he can; if this is not furnished or is insufficient to enable the employer to take proceedings, the employer, upon proving that the disease was not contracted in his employment, is not liable to pay compensation; (*b*) if the employer alleges the disease was contracted in the employ of another, he can join that employer in the Arbitration, and, upon proving this, the other employer is the person liable; (*c*) if the disease is one of gradual development all other employers within the twelve months are to contribute as settled by agreement or under the Arbitration; (4) the amount is to be calculated upon the wages earned by the workman under the employer who has to pay compensation; (5) the notice of death, disablement, or suspension is to be given to the last employer during the twelve months in the class of employment causing the disease, even though the workman has voluntarily left his employment; (6) if dissatisfied with the certifying doctor's certificate, the workman can appeal to the medical referee appointed under regulations of the Secretary of State, and his decision is final. Where the workman was employed immediately before the disablement in a process given in the schedule of diseases and the corresponding disease is the result, the disease is to be taken as the result of such process

unless the surgeon certifies or the employer proves that it is not the cause of such disease. The date of disablement is to be certified by the surgeon, or, if he is unable to fix this, the date of the certificate is taken. But (1) where the medical referee allows an appeal, he must certify the date of disablement; (2) where the workman dies without having obtained a certificate of disablement or is not then in receipt of a weekly payment on account of disablement, the date shall be the date of his death. The Secretary of State may extend these provisions to other diseases and other processes, not being injuries by accident, and with or without modifications. Where in an inquiry it appears a majority of the employers in an industry are insured in a mutual trade insurance company for insuring against the risks in this section, he may by Provisional Order require all the employers in that industry to insure therein upon conditions set forth in the Order. Where the company is confined to employers in a particular locality or to a particular class, he may treat this class as a separate industry. The Provisional Order has to be confirmed by Parliament, and a Petitioner against the Order can appear against the Bill confirming such Order, as in the case of Private Bills. Nothing in these provisions as to industrial diseases is to affect the rights of a workman to obtain compensation in respect of a disease which is a personal injury by accident within the meaning of the Act.

DISEASES SCHEDULED AND CORRESPONDING PROCESSES*

Anthrax	Handling of wool, hair, bristles, hides and skins.
Lead poisoning or its sequelæ .	Any process involving the use of lead or its preparations or compounds.
Mercury poisoning or its sequelæ .	Any process involving the use of mercury or its preparations or compounds.
Phosphorus poisoning or its sequelæ .	Any process involving the use of phosphorus or its preparations or compounds.
Arsenic poisoning or its sequelæ .	Any process involving the use of arsenic or its preparations or compounds.
Ankylostomiasis	Mining.

Crown employees.—The Act does not apply to those in the naval and military service of the Crown, but does apply to workmen under the Crown to whom the Act would apply "if the employer were a private person." The Head of the Department in the Royal Household is to be the employer for those in that department.

Medical referees and arbitrators are appointed by the Secretary of State, with the sanction of the Treasury; they are paid by moneys provided by Parliament. If the medical referee has been employed as a medical practitioner in any case, he cannot act as medical referee in that case. The arbitrator appointed by a County Court Judge is also paid by moneys provided by Parliament.

Returns.—Every employer in any industry as directed by the Secretary of State, must send in annual returns specifying the number of injuries in which he has paid compensation during the previous year, and the amount of such compensation. In default the employer is liable to a fine up to £5.

Special provision as to Scotland.—If action is raised by a workman in the Sheriff Court, concluding for damages under the Employers Liability Act, 1880, or under that Act and at Common Law as well, it shall not be removed to the Court of Session or appealed to that Court except on a question of law in the same way as an appeal from the Sheriff as arbitrator under this Act.

* This schedule is brought up to date in the article on "Recent Commercial Legislation" in the Supplemental Volumes.

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