The Ceylon Law Review.

A Weekly Journal of Legal Information.

Edited by

Isaac Tambyah, Advocate,

WITH THE ASSISTANCE OF

V. Grenier and W. Sansoni, Advocates.

Vol. VII.] Sept. 5, 1910. [No. 19.

The Proctors, some Magistrates, H. E. Governor and his Informants.

There has of late been more than one attempt to encroach upon the rights and privileges of proctors both as professional men, and as gentlemen. The language which is reported to have been used by a magistrate towards a proctor in an outstation lately, however great the provocation might have been, was hardly becoming the dignity of the Bench nor was worthy of the confidence reposed by the legal profession in a judicial officer of experience, that he will respect the duty he owes to those practising in his Court in exactly the same degree as he respects himself. A legal practitioner is as much an officer of the Court as the judge himself, and it can only be in a moment of utter disregard of the obligations of self-respect, that a magistrate can be supposed to be oblivious to the restraints which his office and the responsibilities with which it is invested impose upon the exercise of his powers. Nothing but a very scant appreciation of the elementary principles of common courtesy can justify such unseemly outbreaks of bad temper as are said to have recently been displayed by two police magistrates. A man in a temper is usually not an edifying spectacle, but what can we say

of a judge foaming at mouth and frothy with passion while actually in the discharge of judicial functions?

It may be that some members of the minor judiciary of the colony have so exalted an idea of their official importance, are so obsessed with that single notion, that they suppose the sum total of their duties to the proctors of their courts to alternate between condescending sufferance and overbearing arrogance. This delusion calls for severe disillusionment.

Remembering that the two instances brought to our notice are aberrations from the normal,—that some are not all—we wonder whether the unusual conduct of the magistrates complained against is the outcome of an impression that H.E. Governor looks on procters with considerable disfavour. It is notorius that His Hxcellency has made no secret of his feelings. He has not whispered his contempt for the proctors into the ears of his Executive Council but has proclaimed it, on more than one public occasion, with the warmth of commendable candour and the ardour of unstatesmanly indiscretion. While in no way abridging our sense of dignified disapproval of His Excellency's offensive observations on proctors, we think we ought not to judge him hastily. For, whence had His Excellency his information about proctors? What are the sources of his knowledge? How comes His Excellency to form a low opinion of proctors? There cannot be any manner of doubt that His Excellency the Governor in his undisguised scorn of the Ceylon proctors —even to the extent of comparing them to creeping things—is not acting on his own personal knowledge, but rather on the information of a few who, claiming intimate acquaintance with the maligned class of professional gentlemen, have prostituted their position of privilege and responsibility to secure favours by deliberate misrepresentations. They that traduce the proctors are not in King's House.

Bar Council Resolutions Concerning Advocates.

At a meeting of the General Council of Advocates held on August 5th, 1910, four resolutions were passed. We have made inquiries as to the circumstances occasioning the resolutions. Each appears to have originated from

a concrete instance brought to the notice of the Council. It is unnecessary to enter into particulars. Though the resolutions embody some excellent principles, they have yet been received adversely by a good many, more from the point of view of novelty of statement rather than that of invasion of rights. Some are disturbed in mind as to the degree of enforceableness of the rules. There is division of opinion, even among those who ought to be competent to construe the resolutions, as to the extent to which their non-observance is punishable. A member of the Council is of opinion that these resolutions are mere rules for guidance, and non-observance of them entails no penalty. Another member has stated with equal certainty that every departure from any one of the four resolutions is a breach of etiquette cognisable by the Judges, and entailing penal consequences. It seems to us that the latter opinion is entitled to weight, for it is inconceivable that the council has framed rules which have no authoritative value, which create no obligation, which impose no duty and which exact no punishment.

The four resolutions have been criticised on a ground seemingly of secondary importance, but which is in reality of vital significance if the rules are to have the quasi-statutory character claimed for them—their wording has been found fault with. We confess we can see no reason why the first, second, and third resolutions have "Should" while the fourth has "Shall". The words have distinct meanings in a legislative enactment. Are those shades of meaning here intended? Why is it stated in resolution No. 2 that it is a rule of the profession etc? Are the other three less than rules? As these questions and others are likely to be discussed by the advocates—we are told so at the time of going to press—we refrain from further comments.

The four resolutions are :—

1.—That in every case where a brief is handed to an Advocate by a Proctor's clerk, a letter from the Proctor should accompany it conveying the formal retainer.

2.—That it is a rule of the profession that every Advocate should keep a regular fee-book and enter in it every fee paid together with the name of the Proctor by whom the fee is sent.

3.—That the minimum fee which should be accepted by an Advocate in any matter, however trivial, in any court, should be Rs. 10·50.

4.—That no Advocate practising in Colombo shall, after September 30, 1910, employ in any professional matter a clerk no duly licensed by the Licensing Committee appointed in accordance with the resolution passed on June 14, 1910, and the rules* governing the appointment of the Committee and the issue of licenses.

(* LICENSING RULES REFERRED TO.)

1.—The General Council of Advocates has resolved that no advocate practising in Colombo shall after September 30, 1901, employ in any professional matter, a clerk not duly licensed by the Licensing Committee of the Council.

2.—Applications for licenses must be made to the Honorary Secretary in writing and must state the name and address of the applicant in full, and the nature of his previous employment, and must be accompanied by a certificate, signed by an advocate stating that he is wiling to employ the applicant as a clerk, and that in his opinion the applicant is a fit and proper person to be so employed.

3.—Any person to whom a license is issued may be employed as a clerk by any one or more advocates

4.—Licenses shall remain in force until the 31st. Day of December of the year in which they are issued, and thereafter shall be invalid provided that the Committee may at any time before that date cancel any license.

Decisiones Frisicæ.

Translated by F. H. de Vos, Barrister-at-Law, Galle.

XI.

(lib. 3, tit. 4, def. 6.)

The vendor is liable to the vendee if he in the public notice of sale has wrongly described the nature of the land and the vendee is prejudiced thereby.

It was an ancient custom that lands which were to be sold should have a notice affixed thereto so that those desirous of buying the same may know the nature of the lands and the terms and conditions under which they are sold. Of which custom there is still a survival to be seen (as Barnabus Brissonius has observed *lib. 3. antiquit. cap. 8.*) in *Dig. 19. 1. 13. sec. 6.* where the *lex* says: "So that if the vendor knew that the land was subject to many legacies to many city-councils (Cujacius reads it as "tolls" *lib. 5 obs. ult.*) but nevertheless states in the notice that it is only liable to one city, yet afterwards stipulated in the conditions of sale that if any difficulty arose in respect of tolls, taxes or any servitude the vendee should be liable for the same, he, the vendor, is liable *ex empto* "as having deceived the vendee"

Mr. Peter Sybrandts, plaintiff *v.* Andries van Hiddama, defendant.

This is similar to the present custom of informing by notices or tickets (bylietten) the day when sales in execution will take place. So that if the vendor shall have given a different description of the nature of property to be sold in the notices from that thereafter agreed on in the conditions and the vendee is thereby deceived and prejudic-

---

* 19 December 1612.

Mr. Klaas Klan, plaintiff *v.* Mr. Dowe Nieuhuys, defendant

ed it would seem that an action *ex empto* is competent to him against the vendor. Wherefore Mornacius *ad d l. sec. idem Julianus* says that this passage is very useful in reference to notices affixed to or hung on houses, for if he who has been noticed and buys, finds that in such public notices no mention is made of any burdens or servitudes and would not have bought at all, or bought for a less price if the same had been mentioned, he has a right to complain that he was deceived. For it is the interest of every one that no one is publicly deceived. *Dig. 19. 1. 39.* This was the view of the Court but as the parties had come to a settlement no definite judgment was given.*

XII.

(lib. 3, tit. 4, def. 7)

On the prohibited sale of corn in the ear. Interpretation of lib. 1. ordin. lit. 8 sec. 1.

There is a Plakaat, promulgated on the 23rd September, 1531, and incorporated in the Frisian Ordinance, which runs as follows:

All sales of grain by the weight before the same is sown or still unreaped and growing and all contracts for such sale shall be null and void. There is a similar constitution of Charles the Great on the prohibition of the alienation of future crops, and in the second book of the law of the Lombards, the voluntary sale of crops which are still immature is forbidden. In France there is the constitution of King Louis XI. of which Carolus Molynaeus *in tract. de contract. usura. num. 470.* relates that the same was enacted in favour of the poor farmers who were easily enticed, by the offer of a little ready money, to sell their future crop, and that for a lower price as these crops were more uncertain and more exposed to risks. For cunning merchants abuse the tractability of paupers. This constitution ceases to apply says Molynaeus if one buys a certain quantity of grain to be delivered at a certain time and does not confine himself to the crops to be obtained from a certain field, for in such an agreement there is nothing fraudulent but only uncertainty as to the price and quality of the crops. And the Court decided that this Edict did not extend to the sale of butter or cheese to be delivered on a specified date†. As the same is inconsistent with the common law and should not be extended in its scope, because standing crops of corn can be sold according to the Roman Law.

Dig. 18. 1. 78 sec. 3. Dig. 19. 1. 25 ubi Mornaeus.

XIII.

(lib. 3, tit. 4, def. 8)

Concerning the valuation of an article promised on a certain day but not delivered.

Titius in the year 1622 sold some measures of barley to be delivered on the 1 November following, and was, on the 13th June 1630 condemned to deliver the promised barley. In the execution of this

---

* 1631.
Dr. Naynardus Actsma, plaintiff *v.* Dr. Theodorus Marsum, defendant.

† 20 December 1603.
Hans Claes, plaintiff *v.* Jacob Thomasz Beyma, defendant.

judgment, the question arose as to what value should be regarded.that in the month of November or that at the date of judgment. The treatment of the whole subject of the assessment and value of a thing owed is lax and perplexing. There are daily questions and disputes over the same, and, as Cujacius says, *tract 8.ad Africanum in explicatione l. hominem 37 ff Mandate*, there is, at the present day, no judge who is not proplexed and in doubt on the subject. The question presented in the present case is clear enough if the opinion of the ancient jurists is followed, viz., that the value of the barley to be regarded is what it was on the 1 November 1622, as, according to the contract it was to be delivered on that day. *Dig.12. 1. 22. l. ult. ff. de triticar. act. Dig 17. 1. 37. Dig. 45. 1. 59. Dig. 2. 11. 12. sec. 1. Dig. 42. 1. xi. l 3 de in lit. jurand.* And it is the unanimous opinion of the more recent and experienced jurists that when a certain day is named in an obligation in such a case the thing promised without regarding whether the action is *bona fide* or *stricti juris*, should be assessed at its value at the time it should have been delivered, and its value cannot be increased from that day. It is laid down by Jacobus Cujacius. *d. tract. 8. ad Africanum in explicat. d. l. hominem. 37. et ad quoties 59 ff. de verb. obl.* Franciscus Duarenus *ad lit C. Si certum petatur. cap. 8. circa finem* Franciscus Hotom *illustri. quaest. 16.* Johan Vandus *lib 1. variar. quaest. quaest. 41* Andreas Cludius *in tractat. de Conditione certi cap 4. num. 125.* Antonius Faber *lib. 16. conject. cap. 6. decad. 17. de. errorib. Pragmatic. err. 4. et. in. Cod. Sabaud. tit. Si. cert. petat. definit. 7. et seqq.* Edmundus Mirillus *lib. 3. obs cap 44.* Jacobus Schultes *quaest. practicor. part. 1. quaest 9.* But the debtor should be condemned in not only the value of the thing, but also in damages to the plaintiff for not having delivered the article on the date agreed on. *Dig. 42. 1. 11.* For whenever a date is named in an obligation, the mention of the contracting parties is taken to be not only that if the thing is not delivered on the date named, a refusal to deliver is at once understood but that the thing is to be estimated at its value at that date. And therefore its value on that date must be strictly regarded even if its value on a certain date is expressly referred to by the words *Quanti tunc erit.*

And although these rules apply properly to issues and profits, the price of which varies from time to time, Dig 35. 2. 63., yet the jurists are generally of a different opinion, viz., that, without reference to whether a contract is pure or conditional in point of time, and whether the refusal to perform it is gathered either from the lapse of time or judicial or extra judicial-decree, the debtor is liable in the highest value, so that the value becomes greater from day to day from the date of default to that of judgment and even of execution, as stated by Antonius Faber *in Codice Sabaudico d. fit. definit. 15.* Duarenus has however observed that this view is not adopted by all the courts, as some learned judges have observed that the rule is too strict And Costalius states *in d. l. vinum* that debtors in default have been condemned by many judgments of the Parisian Court not in the highest but in the ordinary value of the thing undelivered. The court however repudiating the common opinion, ruled that the value should be that at the due date of delivery with interest from that date*

---

* 29 March 1631

Jan Claesz appellant *v.* Peter Hettes respondent.

The 'Law Journal'

ON

Sir Edward Carson's Letter to the 'Times'

'(LAW JOURNAL,' AUGUST 6th 1910).

In connection with the Osborne cadet case the result of which is another instance of the supreme importance of the actions of public departments being subject, on proper occasions, to review by the courts, Sir Edward Carson has made a powerful attack upon the testimony of experts in handwriting, going the length of suggesting that it should never be admitted. It is easy of course to ridicule the pretensions and achievements of some of these witnesses, and Sir Edward Carson is not the only distinguished member of the Bar, who has revelled in the task. Here for instance is Lord Brampton's account in his 'Reminiscences' of an encounter he once had with Mr. Nethercliffe, the most famous of all the experts in his time.

'When I rose to cross-examine I handed to the expert six slips of paper each of which was written in a different kind of hand-writing. Nethercliffe took out his large pair of spectacles, magnifiers which he always carried. Then he began to polish them with a deal of care, saying as he performed the operation : "I see Mr. Hawkins, what you are going to try to do. You want to put me in a hole." "I do Mr. Nethercliffe and if you are ready for the hole, tell me, were these six pieces of paper, written by one hand about the same time?" He examined them carefully and after a considerable time answered : "No. They were written at different times by different hands." "By different persons do you say ?" 'Yes certainly." "Now Mr. Nethercliffe you are in the hole ! I wrote them myself this morning at this desk."

To challenge the infallibility of the evidence of experts in handwriting is one thing ; to propose, as Sir Edward Carson does, to exclude it altogether is quite another. There are forgery and other cases in which the trained observation of the expert may be of assistance to the judge and jury, and there would be little wisdom in making it a hard-and-fast rule that their evidence shall not be admissible. What is required is a change in the states of these witnesses. Their statements should be regarded as advice rather than as evidence, and no judge or jury should accept their statements without exercising an independent opinion. This is already the practice of nearly all our Judges and Magistrates, but there have been occasions in recent years on which the practice has not been followed so closely as it might have been.

A Kangany's Immunity from Civil Arrest.

To Ordinance No. 13 of 1889, there has been added, by Ordinance No. 9 of 1909 a section which runs as follows :—

From and after the commencement of this Ordinance, no kangany, subordinate kangany, or labourer shall be liable to arrest under the provisions of the Civil Procedure Code in execution of a decree for money.

The commencement referred to was on October 1st, 1909. Before the passing of this section very strong representations were made to Government by traders, principally chetty money-lenders, against the provision. It was urged in the Legislative Council that the section should at least be declared inapplicable to cases pending in Courts at the time of the coming into force of the Ordinance. The protests were unavailing to make any alteration in what had been written. Since then there have been two cases before the Supreme Court in which the section in question called for interpretation. In 63 D. C. Kalutara 3961, decided on June 2nd, 1910 (4 Lr. L. R. 67 13 N. L. R. 169 ; 2 Curr. L. R—) a money decree had been obtained against a kangany in May 1909, and on his refusal in November 1909 to be examined under Civil Procedure Code Sec. 219, he was arrested. He objected to the validity of the arrest, pleading the section in question. The Supreme Court in appeal, (Hutchinson, C.J., and VanLangenberg, J.) ruled that the kangany was liable to arrest, unprotected by the section. Their Lordships relied on Ord. No. 21 of 1901 Sec. 5 (3):—

Whenever any written law repeals in whole or part a former written law and substitutes therefor some new provision, such repeal shall not *in the absence of any express provision to that effect*, affect or be deemed to have affected:—

(a) The past operation of or anything duly done or suffered under the repealed written law.

(b) Any offence committed, *any right*, liberty, or penalty acquired or incurred under the written repealed law.

(c) Any action, proceeding, or thing pending or incompleted when the repealing written law comes into operation, but every such action, proceeding, or thing may be carried on and completed as if there had been no such repeal.

The Court was of opinion that Ord. No. 13 of 1889, Sec. 19, (Ord. No 9 of 1909 Sec. 5) had no express provision. The words that look like an express provision in the section in question were deemed a surplusage.

The Interpretation Ordinance as cited above embodies a far wider principle than what underlies the construction of English statutes. Maxwell (*Interpretation of Statutes*, 1905 edition, p. 322) says :—

> Statutes are construed as operating only on cases or facts which come into existence after the statutes were passed unless a retrospective effect be clearly intended. It is a fundamental rule of English law that no statute shall be construed so as to have a retrospective operation, unless such a construction appears very clearly in the terms of the Act, or arises by necessary and distinct implication; and the same rule involves another subordinate rule to the effect that a statute is not to be construed so as to have a greater retrospective operation than its language renders necessary. Even in construing a section which is to a certain extent retrospective, the maxim ought to be borne in mind as applicable whenever the line is reached at which the words of the section cease to be plain.

Maxwell relies on the following cases in support of the above statements :—

Midland R. Company *v* Pye 10 C. B. N. S. 191 ; R. *v* Ipswich 2 Q. B. D. 269.

Young *v* Hughes 4 H & N 76.

Vausittart *v* Taylor 4 E. & B. 910.

Young *v* Adams [1898]A. C. 469.

Smith *v* Callender [1901] A. C. 297.

Lauri *v* Rejuard [1892] 3 Ch 421.

Reid *v* Reid 31 Ch. D. 409.

Maine *v* Tark 15 A. C. 388.

Reynolds *vs* Attorney-General Nova of Scotia [1896] A. C. 240.

Reference was made by counsel * to the passage quoted above from Maxwell in 190 D. C., Int. Kurunegalle 3841 on August 31, 1910 (Middleton and Grenier JJ.). The appeal was by a creditor against an order refusing a warrant for the arrest of a kangany. Their Lordships intimated that the construction of the section, in view of the previous case, was a fit matter for adjudication by the Full Court.

The words of the section in question may or may not be an express provision within the meaning of the Interpretation Ordinance 1901, but its application to the section affecting a kangany's immunity from arrest

---

* Mr. de Sampayo, K. C., cited Maxwell 321, "Upon the presumption that the Legislature does not intend what is unjust rests the leaning against giving certain statutes a retrospective operation." Withers J in *Wijewardene* v *Maitland* [1893] 3. C. L. R. 9 said "I admit that the language fairly suggests that contention but I cannot admit that *a radical change in the law can be made giving a new and unheard of advantage except by express language or by language which cannot possibly admit of any other construction.*"

primarily depends, it seems to us, upon there being in Ordinance No. 9 of 1909 a *repeal* of the provisions of the Civil Procedure Code dealing with arrest. Is there such a repeal? There is not annexed to the Ordinance any schedule giving a list of any Ordinance or portion of Ordinance repealed. Nor is there any express statement of repeal. Although a repeal may be implied, yet it is hardly possible to think that the Interpretation Ordinance contemplates repeal by implication. If there is no repeal, then, neither the Interpretation Ordinance, nor the principles of the English law need be considered. The section in the Labour Ordinance 1909 may be simply read thus :—

> From and after the commencement of this Ordinance, no kangany, subordinate kangany, or labourer, shall be liable to arrest in execution of a decree for money, *anything in the Civil Procedure Code to the contrary notwithstanding.*

There are several Ordinances where the occurrence of words similar to those italicised does not imply a repeal of any law.

The Evidence of Handwriting Experts.

Sir Edward Carson, K. C., has written the following letter to the London *Times* as to the practical value of the evidence of persons claiming to be handwriting experts:—

> In the brief discussion in the House of Commons on 'The Cadet case', Mr. Mckenna is reported to have said "He hoped it would not be understood for a moment that in their (*i.e* the Admiralty's) opinion Mr. Gurrin, who was well known as a skilled expert, had in the least suffered in reputation, because in many cases, experts have failed? I certainly had hoped that the result of this case would help to put an end to the idea that any reliance whatever can be placed upon the opinion of so-called experts in handwriting. My own experience is that, however honest the so-called expert may be, no class of evidence is likely to lead to a miscarriage of justice. I remember the late Lord Russell of Killowen once saying he entirely agreed with me when I declined to cross-examine an 'expert' on the ground that I knew of no way by which his opinion could be tested. I think it was Baron Fitgerald, a great judge, who said that the only 'experts' of handwriting were the twelve jurors who had to try the case. A leading Irish counsel of days gone by is reported to have once commenced his cross-examination of an 'expert, in handwriting by asking what seemed to be an immaterial question "Where is the dog?" and when the witness asked "What dog?" the counsel said "The dog which the judge at the last Assizes said he would not hang upon your evidence". From an experience of

thirty three years I earnestly hope that this class of evidence may entirely drop out of use in our courts as being fraught with the most dangerous probabilities. At the recent trial I was severely censured by the learned judge for saying I would have some questions to ask Mr. Gurrin on his report. I shall remain under that censure with even greater equanimity than before if the result of this case were to do something to for ever discredit this class of evidence.

In *Zoysa* v. *Sanmugam* (1) Hutchinson C. J. said as follows :—

I have known so many instances in which experts' opinions as to identity of handwriting have been proved to be mistaken to accept them as anything more than a slight corroboration of a conclusion arrived at independently, never so strong enough as to turn the scale against a person charged with forgery, if the other evidence is not conclusive.

The 'expert' in that case was Mr. Cottle who deposed thus as to his qualifications:—"I have taken a considerable amount of interest in handwriting. In a slight degree I have made a study of handwriting. I once gave evidence in court in case of *Cave* v *Kreltzheim*, (2) in which there was a question of handwriting.....I was called as an expert.....I have studied handwriting in order to be able to study character from the handwriting .....I have not advanced my study very far in this respect ...I have read no book on the comparison of handwriting or signatures.....My interest in handwriting was partly from the character point of view, and partly because I took an interest in deciphering handwriting."

Mr. Cottle made his next appearance as expert in *R* v *Fernando* (3) where Hutchinson, C. J., thought that Mr. Cottle had not been regarded in the court below as an 'expert', though there was evidence on which he might have been so regarded.

In *R v Shayat Saibo and others* (4) an attempt was made to introduce Mr. Cottle as a handwriting expert under the Evidence Act sec. 45. It was a case of alleged forgery of a Moorman's name written in Tamil characters. Mr. Cottle admitted that he did not know Tamil characters, and that he was not conversant with the Tamil alphabet, but that he had made considerable endeavour, for purposes of the case, to reproduce from a copy the letters forming the name in question. His claims to be an expert were based upon the circumstance that he had since *R* v *Fernando* read a number of English and German books on the subject of handwriting.

Wood Renton, J., sustained the objection of defending

(1) [1907] 10. N. L. R. 355.
(2) [1895] 1. N. L. R. 146.
(3) [1908] 2. Lr. L. R. 81.
(4) Col. Crim. Sess. S. C. 3 ov. 25, 1909.

Counsel as to Mr. Cottle's competency to give expert opinion in that case.

All persons who practise a business or profession which requires them to possess a certain knowledge of the matter in hand are experts, so far as expertness is required, *Vanderdonckt* v *Thellusson* (5). Though the expert must be 'skilled' by special study or experience, the fact that he has not acquired his knowledge professionally goes merely to the weight and not the admissibility of the evidence, *R* v *Silverbock* (6). It is however the duty of the judge to decide whether the skill of any person in the matter on which evidence of his opinion is offered is sufficient to entitle him to be considered an expert, *Bristow* v *Sequeville*, (7) *Rowley* v *L N W railway* (8) *Bennili's* case (9). In England certain persons have been allowed to testify as experts in matters of handwriting *e. g.* post office officials, lithographers, bank-clerks (*R* v *Coleman* (10)), and a solicitor who had for some years given considerable attention and study to the subject, and had several times compared handwriting for purposes of evidence, though never before testified as an expert, *R* v *Silverlock*, (11). But police-inspectors and constables have been held not competent as experts (12). As to the practical value of expert evidence in respect of handwriting, it has been held in India that to base a conviction solely upon the testimony of an expert is as a general rule very unsafe (13). The expert in that case was Mr. Hardless. The Calcutta High Court has held (14) that a session's Judge is bound to call the attention of the jury to the fact that the evidence of an expert should be approached with considerable care and caution. Reasons have been given (15) why expert evidence is generally not considered of high value :—

1. The expert is, though unwittingly, biased in favour of the side which calls him.

2. There is a tendency in experts to regard harmless facts as confirmation of preconceived notions.

3. Evidence supporting or opposing given theories can be multiplied at will.

---

(5) 8 C. B. 112.
(6) 2. Q. B. 766.
(7) 6. Exche : 275.
(8) L. R. 8. Ex 221.
(9) L. R. 1. P. 0. 69.
(10) 6. Cox. 103.
(11) 2. Q. B. 766.
(12) 4. Cox. 163, 9. Cox. 448, 11. Cox. 546.
(13) [1904] 2. Allahabad L. J. R. 444.
(14) [1905] 1. Calcutta. L. J. 385.
(15) *Tracy Peerage Case*, 10 C. & F. 191; Best on Evidence sec. 514. 1. L. R. 11. Bombay, 101.