

may not be too late to resuscitate our old commercial lists, other agencies having been at work to diminish them, but one may, I think, hope that the dispatch and certainty likely to be the outcome of the new proposal will, after a reasonable lapse of time to enable the change to become known, insure more or less revival of Queen's Bench mercantile lists. I know that many members of our profession have hesitated to lend encouragement to the severance, on the plea that it is difficult to define commercial and non-commercial business, but in this respect I heartily commend the distinction drawn in France as a sound basis for action. In a foot note <sup>1</sup> I give substantially a list of causes treated in France as commercial, but for the purposes of to-day they may be spoken of as disputes between traders in relation to goods or services (excluding debt collecting from retail customers, unless the debtor has given an acceptance), litigation arising on all negotiable instruments, or out of banking or suchlike transactions, and, finally, Bankruptcy and Admiralty.

It is, perhaps, not strictly germane to this paper to touch upon what are known as chambers of arbitration here and there recently established in England; but as I happened at Manchester to act as the mouthpiece of my colleagues, and in various Press notices the attitude was seemingly misunderstood, it is as well to contrast the actual procedure in the French Tribunal de Commerce with that contemplated by these English chambers, especially as some of my respected friends schooled themselves into the belief that there was some analogy between the two ideas. In France, and also in Belgium, if A contracts with B to supply him goods to sample to resell, and B alleges default, he sues A in the commercial division, and procures a more or less speedy trial in a public Court of justice permanent in its character, with Government power behind it to peremptorily enforce its decrees. Among other advantages of this Court is that a special day is set apart for the hearing of cases arising out of negotiable instruments—a practice, I hope, that we shall adopt here; for I have

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<sup>1</sup> Disputes arising out of contracts between merchants, bankers, or partners—Sales of produce or goods for re-sale or hire—Agreements for manufacture or carriage of goods—Sales by auction—Contracts for commissions—Transactions arising out of bills of exchange or remittances of money—Contracts to build or purchase vessels, or for the supply of rigging or stores—Charterparties, insurance, and other contracts concerning maritime commerce—Agreements for pay of crews, engagements of seamen for the merchant service, and all contracts between traders and their employes in relation to business.