the Court thought they could be amended. Under this consent, it was considered the affidavit might stand, as it sufficiently showed a debt due E. & S. on award, and that all subsequent proceedings be amended, he being called, in entitling the cause in each paper, McMullen, assignee of E. & S; so that the proper plaintiff's name was inserted in the paper, being substantially correct, leading no party astray—not interfering with merits, &c. 36 & 45 Rule; in 1 P. R. 263. In affidavit in replevin, *something* like this affidavit was allowed to be sufficient, as really showing a party to be *servant* or *agent* to another, though not much in point; but there could be no doubt of the indebtedness of defendant to the plaintiffs E. & S., by the award, or that McMullen, though beneficially interested, had a right to act and use the name of E. & S., and as their agent, the affidavit being technically correct in other parts, and substantially correct as to the part in question.

NOTICES OF NEW LAW BOOKS.

ENGLISH REPORTS IN LAW AND EQUITY, *Edited by Edmund H. Bennett and Chauncey Smith, Counsellors-at-Law. Volume* 30.—Little, Brown & Company. Boston: 1855.

Messrs. Little & Brown have favoured us with Volume 30 of their reprint of English Reports in the Law and Equity Courts. The present volume contains Decisions in the House of Lords and Common Law Courts during the years 1854-55. The last case is that of *Cuthbert* v. *Cumming*, decided in the Exchequer Chamber on 14th June, 1855. As noticed in a previous number, Messrs. Little & Brown will, at the expiration of this year, issue three volumes of Law Reports and one of Chancery. They have also in press a Digest, which will materially facilitate reference to the numerous volumes of their series.

INTRODUCTION TO AMERICAN LAW, *designed as a "First Book for Students," by Timothy Walker, L.L.D., late Professor of Law in the Cincinnati College. Third Edition, enlarged and amended.*—Little, Brown & Co. Boston: 1855; p.p. 758.

The author of this work, Dr. Walker, the pupil and friend of the late Chief Justice Story (to whom the work is inscribed), having felt from experience that few "facilities had been provided for studying the elementary principles of American Jurisprudence," and that a course of legal study in the United States should be commenced, "with a systemated outline of American, instead of English Law," has published in collective form, a series of lectures delivered by him with that object to the students of his class in the Cincinnati College.

The work consists of seven divisions, each containing several distinct lectures. 1. Preliminary Consideration, Principles of Political Organization, Historical Summary, &c., such as Study of the Law. 2nd. Constitutional Law—embracing Legislative, Executive, and Judicial Departments, &c. 3rd. The Law of Persons—comprising Corporations, Partnerships, Husband and Wife, Parent and Child, and the like. 4th. The Law of Property, real and personal. 5th. The Law of Crimes. 6th. The Law of Procedure. 7th. International Law.

Dr. Walker thus alludes to the "technicalities" of the Law:—

"First, the language of the law is the subject of much complaint. No doubt it is obnoxious to the charge of unnecessary technicality. But it shares this reproach in common with every science of ancient date. There has always been a disposition in the votaries of learning towards exclusiveness. They have sought to create a monopoly of their acquisition, by employing a language not generally understood nor easily acquired: and when a phraseology, however barbarous or inelegant, has been consecrated by time, it is very difficult to change it. The old law language was, in fact, a jargon compounded of three distinct languages. From the date of the Norman Conquest to 1063, legal proceedings were conducted, recorded, and reported in Norman French, itself a mixture of French and Saxon. A statute of that year required them to be conducted in English, and recorded in Latin; but for some time after they continued to be reported in French. With the exception of a few years during the Protectorate of Cromwell, the records continued to be in Latin until 1730; when an Act of Parliament required them to be in English. Yet two years after, it was found necessary to enact that the technical terms of the law might still *remain in their original language, whether French, Latin or Saxon; and so* they have continued to this day. Some of them are, indeed, incapable of a convenient translation. But the number is very small, consisting chiefly of the names of legal proceedings; and it may be safely affirmed that one can become a profound Lawyer, without a general acquaintance either with French or Latin. These will serve for embellishment, but our own mother tongue is all that is indispensable. It is time that this should be generally understood; and that efforts should be made on all hands, to simplify the language of the law so as to make it level to the comprehension of all. The same overpowering reasons which opened the Scriptures to the laity in their vernacular tongue, should operate to make human laws intelligible to every inquirer. There would then be no plausibility in the objection, that it takes so long to learn terms, that little time is left for principles. And in conformity to these views, I shall avoid foreign terms as much as possible. Indeed, it ought to be a maxim with every man, not only in reference to the law, but to every kind of knowledge, never to use a foreign word when a native one will express the idea as well."

The work appears to us admirably adapted for the purposes for which it is intended; whilst necessarily, from its size, confined to the investigation of general principles of law, yet it is written with much clearness and perspicuity, in which the author possesses an unusual facility. The forms throughout the book, and references to both English and American authorities, are valuable in elucidation. We think the Canadian Law Student will derive both benefit and pleasure from its perusal.

FIRE ASSURANCE.—IMPORTANT TO SOLICITORS.

We direct the particular attention of our readers to the following notice of the City Article of the *Times* on Friday. It involves most important consequences, of which Solicitors should cautiously advise their clients when effecting fire assurances, and which they should also bear in mind in mortgages, where buildings, &c., are required to be insured against fire. It seems that the assurance will not cover the whole value unless the whole value is assured. If the assurance is for less than the value, it will only cover a proportionate amount of the whole. Thus an insurance for £500 is not, in fact, an insurance to the extent of £500, but only an insurance to the amount of so much of the £500 as the £500 bears to the whole value of the property insured.

The late loss by fire at Messrs. Scott Russell and Co.'s shipbuilding yard, has just been finally determined, after a protracted investigation by the several insurance offices interested, for £25,000, the policies being subject to the conditions of average. These conditions are of great importance, but are not always sufficiently understood. Their effect is that, in the event of partial loss, the uninsured sum of the total value covered by the policies bears its relative proportion to the sum insured. Thus, if the total value of the property should amount, at the time of a fire, to £200,000, while only