

manifested. Unfortunately, the mode of payment, both of solicitors and some officials charged with quasi-judicial functions, is a direct incentive to the prolongation and multiplication of proceedings. If the fees of both were in some way regulated by the amount actually in controversy, we fancy a short cut would be very often found for attaining the end which is now reached only after a long and devious and unduly expensive journey.

We doubt whether any practical benefit would accrue from the adoption of the English practice of the originating summons. We have in a measure adopted a more beneficial procedure of that character whereby judgments for administration and partition may be obtained on notice of motion; or, in the case of enforcing mechanics' liens, by simply filing a statement claim. If any change is to be made in this direction, we think it should be the abolition of the writ of summons in all cases, and the substitution therefor of a statement of claim. The theory of the writ of summons is, we presume, that it is a mandate from the sovereign to the subject to appear in court as a preliminary to the sovereign doing justice, but we fail to see why all the practical benefit of a summons might not be just as effectively obtained by a notice to be indorsed on the statement of claim. In other words, the old Equity practice of bill and answer applied to all cases would, we believe, more effectually meet what Mr. McClive desires than the adoption of the originating summons.

BAGGAGE IN THE CUSTODY OF THE PASSENGER.

We copy from the *Central Law Journal* an article under the above caption from the pen of Mr. John D. Lawson, which contains a valuable collection of cases of especial interest at this season of the year, when the world is on the move, holiday-making, or rushing hither and thither, making up for lost time in the pleasant view of reviving trade. The authorities cited by the learned writer can be found by reference to the article which appears in the number of that journal for May 31st. He says:

"A common carrier of goods is not liable as an insurer for property of which he does not have the sole custody. This rule is well settled, and the same principle is frequently applied to the case of baggage, it being argued that when the passenger do