before the first election there is a desire to increase the number of non-elective members.

It is of the utmost importance that the rulers of a profession should be men of the highest repute and character. We have no election and practically no selection. The men who by their ability and character succeed in their profession and take silk, are made benchers, though there is a power reserved to the benchers not to invite, a power very rarely exercised. It may be said that the Lord Chancellor by selecting the Q.C.'s, virtually selects the benchers; but this is not true in fact. The men whose standing and position entitle them to silk are never refused. Perhaps the position of the bar in Ontario may be so different as to justify a different system. We hope that the election plan will succeed at least as well as our system does. Its greater success might dispose us to entertain a project of elective benchers in England.—*The Law Journal.*

The Courts of America are in conflict concerning the liabilities of married women, one having held that a note signed by a wife as surety for her husband, there being no consideration other than the pre-existing debt of the husband, is void; whilst another has held that indorsing notes as surety for a husband is a sufficient charge upon her separate estate. In the latter case it was said to be sufficient to allege, in addition to the ordinary allegations, the coverture of the defendant, a separate estate in her, and her intent to charge such estate. In the former case the court regarded the Act as intended solely for the benefit of married women and their children. "The statute" it was said, "neither in terms authorises a married woman to make herself liable personally for the debt of another, nor, where no consideration moves to her, can it be presumptively for her benefit. It was no part of the design of the statute to relieve her of common law disabilities for any such purpose. Those disabilities are removed only so far as they operated unjustly and oppressively, and beyond that they are suffered to remain. Having been removed with the beneficent design to protect the wife in the enjoyment and disposal of her property for the benefit of herself and her family, the statute cannot be extended by construction to cases not embraced by its language nor within its design." It will be desirable to avoid these difficulties when we come to practical legislation.—*Law Times.*

DIFFERENCE BETWEEN A RECEIPT AND A RELEASE UNDER SEAL.

A passenger who was injured in a railway accident accepted a sum of money by way of compensation, and signed a receipt which was expressed to be in discharge of his claim in full upon the railway company for all loss sustained and expenses incurred by the accident. After signing this receipt he became worse and applied for further compensation, which the railway company refused to give him; and he commenced an action at law against them, in which he claimed heavy damages. The company pleaded the common plea of payment and receipt of the sum of money in satisfaction of the plaintiff's claim, upon which the plaintiff, instead of replying to the plea, filed his bill, alleging that he had not replied because he was advised that the plea was a full and complete answer at law to his cause of action, and praying that the defendants might be enjoined from relying on the plea at the trial of the action, and from setting up the receipt as a satisfaction of the damages claim ed, except to the extent of the sum already paid. The judgment of Vice-Chancellor Malins, who granted the injunction, is not reported, but the judgment of the lords justices, who reversed the decree of the vice-chancellor, and dismissed the bill with costs, is fully reported. *Lee* v. *Lancashire and Yorkshire Railway Co.*, 19 W. R. 729.

It is, or was, a common but reprehensible practice with railway companies, after an accident had occurred, to get the sufferers to sign a receipt, accepting a sum of money down for the injuries they have sustained, before they well knew the extent of those injuries. See the remarks of the Lord Justice Mellish (19 W. R. 732) on this practice. In cases of this description a bill will lie to restrain the railway company from relying on the plea that the plaintiff in the action received the sum in accord and satisfaction (*Stewart* v. *Great Western Railway Company*, 13 W. R. 907), by reason of the fraud involved.

The bill in *Lee* v. *Lancashire and Yorkshire Railway Company*, *sup.*, was probably filed on the authority of *Stewart* v. *Great Western Railway Company*, *sup;* but in *Stewart* v. *Great Western Railway Company* fraud was alleged on the part of the company's agents, and that the company intended to rely on the receipt thus obtained as a defence to the action. This allegation gave the court jurisdiction, and enabled the lord chancellor to overrule the demurrer, although the bill did not go on to pray compensation. In *Lee* v. *Lancashire and Yorkshire Railway Company* no case of fraud was made by the bill or proved at the hearing, and the bill was dismissed on the ground that, in the absence of fraud, the plaintiff could not want the aid of a court of equity. In fact, the plaintiff did not want the aid of the court to set aside the receipt. This is apparent when we consider what the true nature of a receipt is, as distinguished from a release under seal. A release under seal extinguishes the debt (*Coppin* v. *Coppin*, 2 P. Wms. 295), or rather acts as an estoppel, and can only be set aside on bill filed, or under the equitable jurisdiction of a court of law. But a receipt, according to Abbot, C. J., in *Skaife* v. *Jackson*, 3 B. & C. 421, is nothing more than a primary acknowledgment that the money has been paid, or as Littledale, J., said in the same case, it is not an estoppel, and amounts to nothing more