

DIVISION COURTS.

OFFICERS AND SUITORS.

OFFICERS.—In the absence of other topics we insert the following Communication respecting the want of Holidays or Vacation in the business of the Division Courts:—

“The Judges and Officers of the Superior Courts enjoy a Vacation, which enables them to throw off the cares of business and take a little necessary recreation. Now, the question naturally occurs, why should not the Judges and Clerks of Division Courts enjoy the same privilege? their labours are not less than those of their fellow officers in the Superior Courts. If the argument for Vacation be good for one, it is equally cogent for the other. Yet there is no Vacation or respite for the Officers of the Division Courts: the business of the Courts imposes ceaseless toil upon them. This is a defect which ought to be remedied, and one month—say August—would not be too much to ask out of the year.

Nor would the closing of the Clerk's Office during that time be really any disadvantage to the public. In case a defendant was about to abscond, the party could obtain a warrant from any Justice of the Peace to seize his property, and in contentious cases it would be a benefit to the community. It is well to have a pause from the strife of litigation; it affords leisure for reflection, for a return of good and neighbourly feelings, for a settling down of the bile stirred up by a Lawsuit. A Vacation would work practically to the settlement of disputes, and only a bitter enmity would live over a month's stagnancy in a quarrel.

The partial inconvenience to a few suitors in waiting four weeks would be more than counter-balanced by its pacific tendencies among the general public. A month without litigation would be a blessing to the country, and as creditable as it would be beneficial.

In any amendment of the Division Court Act the propriety of Holidays should be strongly urged.”

We would refer to several Communications from Officers in another page of this number. The more frequently Officers communicate, the more advantage all will derive. The Officer who writes in this Journal has, as it were, a large audience of his own class; he speaks to some hundreds of Clerks and Bailiffs who are readers of this Journal: and if every one would communicate any new point of practice decided in his own Court, a large amount of valuable information would be collected every month. Those Officers to whom any point of difficulty would occur, or who found themselves in a

situation to need advice, would, from ourselves or from some experienced brother officer, gain the information sought, and *all* would participate in the benefit.

No question, yet asked, has been allowed to remain unanswered: indeed on more than one occasion queries have called forth able replies from men of experience and high standing.

We would again in the strongest terms urge Officers to avail themselves of these advantages. We do not look for any learned disquisitions, nor elaborately composed epistles; what is required is merely a plain statement of any important point decided—a difficulty pointed out in simple language, questions put in a brief, straightforward way. And surely there are many, very many, Court Officers in Upper Canada capable of doing this.

SUITORS.

Evidence—Sale of Goods.

Goods delivered to a Carrier.—Independently of any express request or order by the defendant, he will in many cases be liable for goods delivered, not only to his wife, or servant, or child, but also to a carrier, or a partner, or an agent.

The delivery of goods by the seller to a carrier, to be conveyed to the purchaser, is in general a good delivery to the purchaser, so as to place the goods at his risk, and consequently, though the goods be lost in the course of the conveyance, he must pay the price. In general, therefore, the plaintiff is not obliged to prove the actual receipt of the goods by the defendant; proof of the contract and the delivery to the carrier will suffice, and the delivery is complete, and the action for goods sold and delivered lies, although the carrier wrongfully refuse to resign the actual possession of the goods to the purchaser, and this more particularly if the latter recover against the carrier in an action of tort for the wrongful detention. However the delivery to the carrier is incomplete to charge the purchaser for the price of the goods, if lost, unless the seller, in so delivering them, exercise due care and diligence, so as to provide the purchaser with a remedy against the carrier in those instances in which some precaution is the duty of the seller; as if he neglect to book or take a receipt for the goods or do not insure where that is necessary.

Delivery to a partner.—A question sometimes arises in actions for goods sold and delivered, whether a person is liable for the goods, as the partner of another by whom they were ordered, and to whom they have been delivered. Where there is such partnership the plaintiff may sue all or any of the parties, if they reside in different Divisions: for the D. C. Act, sec. 29, enacts that