

EDITORIAL NOTES.

tables of statutes, which enables the reader to find at a glance whether any section has been judicially construed or expounded; while the cases followed, over-ruled or specially considered are also to be found collected together. The cost and trouble expended in the compilation of this work must have been immense, and with extreme liberality copies are being delivered in this country free of all expense. There can be no question that to subscribe to the Law Reports is the best method of compiling a law library of permanent value, and this last bonus will win many new subscribers. Meanwhile, non-subscribers can obtain the Digest, "so long as there are copies to spare," for £2 2s.

THE motion which Mr. Mercier succeeded in passing, by what appears to have been somewhat of a surprise, in the Legislative Assembly of the Province of Quebec, on the 27th ult, is of rather an extraordinary nature. It is to the effect that for the reasons therein set out, an humble address be presented to Her Majesty, praying that a measure be submitted to the Imperial Parliament for the amendment of the British North America Act, so as "to give to the popular branch of the Legislature the power to amend the local constitution without concurrence of the other branch, whenever, upon a message from the Lieut.-Gov., presented upon the advice of the Executive Council, such changes may become necessary for the improvement of our finances and to prevent the imposition of new taxes." The reason given for this proposed legislative *coup d'état* is, that it is necessary "to simplify the too complicated machinery of our local constitution" for the sake of economy. The B. N. A. Act already provides, sect. 92, that in each Province the Legislature may from time to time amend the local constitution; and those who have read the graphic account of the negotiations which passed between the Imperial Government and the Local Govern-

ment in connection with the "dead-lock in Victoria," given in Todd's Parliamentary Government in the British Colonies, will see that the Imperial Government is little likely to consider it proper to do, for such paltry reasons, in Quebec, what they considered it their duty to refuse to do for far weightier reasons in Victoria.

It is curious how often the tedium of researches into law is relieved by unexpectedly coming across some strange glimpses into the more grotesque side of human nature,—as in the case of Mr. Dagg's matrimonial contract, to which we recently called attention,—or some brilliant and witty metaphor, (see 16 C. L.J. 155), or quaint judicial utterance. An example of the latter is afforded by a passage in the judgment of Jessel, M.R., in the recent case of *Couldery v. Bartram*, L.J. 19 Ch. D. 399, where it says:—"According to English common law, a creditor might accept anything in satisfaction of his debt except a less amount of money. He might take a horse, or a canary, or a tomtit if he chose, and that was accord and satisfaction; but, by a most extraordinary peculiarity of the English common law, he could not take 19s. 6d. in the pound; that was *nudum pactum*. Therefore, although the creditor might take a canary, yet, if the debtor did not give him a canary, together with his 19s. 6d., there was no accord and satisfaction; if he did, there was accord and satisfaction. That was one of the mysteries of English common law. . . . Well, it was felt to be a very absurd thing that the creditors could not bind themselves to take less than the amount of their debts. . . . Therefore it was necessary to bind the creditors; and, as every debtor had not a stock of canary-birds, or tomtits, or rubbish of that kind to add to his dividend, it was felt desirable to bind the creditors in a sensible way by saying that, if they all agreed, there should be a consideration imported from the agree-