

RECENT ENGLISH DECISIONS.

the defence of people who avenge their own domestic grievances, would fitly be conveyed in the harmonies of 'Hamlet;' and the ease with which the marriage relation is dissolved in some parts of our favoured country, could be admirably set out by the melodious story of 'Don Pasquale.'"

To burlesque the detailed bills of costs which law and custom insist upon a solicitor rendering, we have an account sent by a tailor to his lawyer for a suit of clothes, and which was designed as a set off against the latter's charges.

Our author points out the ignorance and mistakes of Lever, Reade, Cowper, and others, in matters of law. Warren and his "Ten Thousand a Year" are referred to in terms that appear to us to be scarcely warranted. All know what is said of a lawyer who pleads in his own case, and how unfortunate have been such legal luminaries as St. Leonards, Saunders, C. J., Holt, C. J., and Sir Samuel Romilly, who drew their own wills; so Mr. Browne need not have been surprised into strong expressions because a lawyer who writes a novel makes a false step or two in his law. Lord Lytton submitted the whole case of *Beaufort v. Beaufort*, in "Night and Morning," to counsel, and yet his lordship found that the law of his story was questioned and doubted. Trollope is not a favourite with our author, but Dickens he considers "the most engaging and influential writer of English fiction since Shakespeare."

This book is not one to read through at a sitting any more than is a dictionary, but it is one to be taken up time and time again, and read and re-read, whenever one wishes to know what the great, and the wise, and the good, or the little, the foolish and the bad, have said about the legal profession. It shows great research, extensive acquaintance with the literature of the past and the present, good judgment in the use of scissors, quickness to see a weak spot, readiness to take advantage thereof. Mr. Irving Browne has most certainly not been one of those lawyers

spoken of by Edward Everett, "who do not, in any branch of knowledge not connected with their immediate profession, read the amount of an octavo volume in the course of a season." He gathers honey from every opening flower he can see and from which he can extract anything. If it should again become the fashion to write in hieroglyphics he might with propriety adopt as his autograph an eye and a bee.

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MAINTENANCE.

The July numbers of the *Law Reports* comprise 11 Q. B. D. p. 1-144; 8 P. D. 117-129; and 23 Ch. D. 209-369. The first of these commences with the case of *Bradlaugh v. Newdegate*. It will be remembered that Mr. Newdegate, a well-known member of Parliament, instigated a common informer to sue Mr. Bradlaugh for the penalty imposed by Imp. 29-30 Vict. c. 19, s. 5, for having sat and voted as a member of Parliament without having made and subscribed the oath appointed by that section, &c. It appeared that Mr. Newdegate, after the commencement of the action for the penalty, gave the informer, who was himself a man of no means, a bond of indemnity against all costs and expenses he might incur in consequence of the action. Mr. Bradlaugh now brought the present action against Mr. Newdegate for maintenance, and Coleridge, C. J. in a judgment in which he goes at length into the subject of maintenance, decided that Mr. Newdegate's conduct amounted to maintenance, and that Mr. Bradlaugh was entitled to indemnity from Mr. Newdegate for everything which Mr. Newdegate's maintenance of the informer had caused him. After reviewing the authorities, Lord Coleridge says at p. 9—"It results, I conceive, from all these cases, and the number might be largely increased, that to bind oneself after the commencement of a suit to pay the expenses of