

most desire. It is worded as follows: "Whenever the United States shall remove the duty from fish, oil, whale oil, seal oil, and fish of all kinds (except fish preserved in oil), being the produce of fisheries carried on by the fishermen of Canada and Newfoundland, including Labrador, as well as from the usual and necessary casks, barrels, kegs, cans, and other usual and necessary coverings containing the products above mentioned, the like products being the produce of fisheries carried on by the fishermen of the United States, as well as the usual and necessary coverings of the same, as above described, shall be admitted free of duty into the Dominion of Canada and Newfoundland; and upon such removal of duties, and while the aforesaid articles are allowed to be brought into the United States by British subjects without duty being re-imposed thereon, the privilege of entering the ports, bays and harbours of the aforesaid coasts of Canada and Newfoundland shall be accorded to United States fishing vessels by licenses, free of charge, for the following purposes, namely:—

"1. The purchase of provisions, bait, ice, seines, lines, and all other supplies and outfits.

"2. Transhipment of catch for transport by any means of conveyance.

"3. Shipping of crews."

"Supplies shall not be obtained by barter, but bait may be so obtained. The like privileges shall be continued, or given to fishing vessels of Canada and of Newfoundland on the Atlantic coasts of the United States."

On the whole we think that the proposed Treaty would be a fair and satisfactory settlement, and, on the part of the Canadians, a generous settlement of the many difficulties surrounding the fisheries question, if the persons on whom that generosity is bestowed belonged to a class in which there could be reposed the slightest confidence that they would honestly endeavour to conform to the plain intent and meaning of the Treaty; but, taking into consideration all the surrounding facts, as they exist, we fear that the ratification of the Treaty will be followed by more trouble and complications than ever arose under the Convention of 1818.

A. H. M.

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#### COMMENTS ON CURRENT ENGLISH DECISIONS.

THE Law Reports for March comprise 20 Q. B. D. pp. 297-442; 13 P. D. pp. 21-41; and 37 Chy. D. pp. 167-328.

##### CHATTEL MORTGAGE—PARTIAL INVALIDITY OF DEED.

*In re Burdett*, 20 Q. B. D. 310, is useful as showing that a chattel mortgage, though void as to some of the chattels thereby purported to be transferred, may nevertheless be good as to others. In this case a chattel mortgage, not in the statutory form, purported to assign "the several chattels and things specifically described" in a schedule thereto. The schedule comprised articles which were