would appear to have been some lack of that courtesy and consideration which usually mark the relations of Bench and Bar, and which are illustrated by Serjeant Ballantine's account, in his "Recollections," of the opening of an Assize Court in England:—

The leaders have taken their seats, exchanged bows with the Judges, nodded to each other, and the stereotyped dialogue ensues between the Judge and the leader: "On what day, Mr. _____, will it be convenient to take special juries?" "The bar is at your Lorship's disposal." "What do you say to Thursday?" "It will suit admirably." "Thursday be it then. Mr. Sheriff, let the special juries be summoned for Thursday next."

But after all the arrangement of business is a matter in the discretion of the Court, and if His Honour acted on the occasion complained of, as he said he did, from a desire to "do honour to Her Majesty," we can only say his intention was good, though the execution of it appears to have been faulty. At all events, there is no appeal allowed in these cases—not even to the CANADA LAW JOURNAL; and the only consolation we can tender to our correspondent is the fact that when he himself is called to the Bar (not "Barr," by the way), he will be able to see to it that the Judges are not left without information as to what appears to him to be consonant to the convenience of the profession and the proper administration of justice.

RECENT ENGLISH DECISIONS.

Of the April numbers of the *Law Reports* there still remains for review 19 Ch. D. pp. 519–649; while the June numbers, which have now arrived, consist of the table of cases and index to 19 Ch. D., together with 20 Ch. D. pp. 1–229; 8 Q. B. D. pp. 585–712; and 7 P. D. pp. 61–102.

WILLS—UNCERTAINTY.

In 19 Ch. D. pp. 519–649, the first case, *in re Roberts*, was one in which the construction of a will containing a gift to descendants bearing a particular name was involved. The decision of the Court of Appeal was that in the case of this will the limitations to descendants was a gift for life to descendants living at the determination of the life interests, and bearing the name in question, as joint tenants, and that the limitations after the life interests were not void for uncertainty or for remoteness. But the only point in the case which it appears necessary to specially notice here is the *dictum* of Jessel, M.R., that—"The modern doctrine is not to hold a will void for uncertainty unless it is utterly impossible to put a meaning upon it. The duty of the Court is to put a fair meaning on the terms used, and not, as was said in one case, to repose on the easy pillow of saying that the whole is void for uncertainty."

The next case, *Curtius* v. *Caledonian Ins. Co.*, has already been noticed, *supra* p. 172, as reported 51 L. J., N. S. 80.

FORECLOSURE ACTION—STATUTE OF LIMITATIONS.

The next case, *Harlock* v. *Ashberry*, p. 539, was an appeal from the decision of Fry, J., reported 18 Ch. D., 129, and noted *supra* p. 7. It will be remembered that in this case the tenant of certain mortgaged premises paid the mortgagees half a year's rent, in consequence of a notice from them that they claimed the estate, and Fry, J., held that this payment by the tenant was sufficient to bar the Statute of Limitations under Imp. 1 Vict. c. 28 (R. S. O. c. 208, sec. 22). The grounds of their judgment are clearly put in the words of Brett, L.J.—"The question arises whether payment of rent by a tenant to a mortgagee, who has exercised the right to demand the rent, is a payment of principal or interest within that section. I come to the conclusion that it is not, for three reasons: (i.) It is, at the present stage, no payment at all as between mortgagor and mortgagees—it is only an item in an account which will have to be settled between the mortgagor and mortgagee—an item in an account which is to go to the