

EDITORIAL NOTES—LEGAL METAPHORS.

Canada. But nothing of the sort was done and the ruffians might have ravaged our country to their hearts' content (and apparently without any regret on the part of the people of the United States) but for the vigilance of the Canadian authorities. This unneighbourly conduct, however, is as much forgotten and forgiven as is the way in which our claims for injuries were ignored in connection with that same raid; and this at a time when the world saw the spectacle of a great nation fighting over money obtained from England to pay for bogus claims and claims for injuries which never took place, and which money should in common honesty have been returned. But what we do object to is this further remark of the writer:—"It is even intimated that these authorities would not have interfered but for the importunate intelligence conveyed by the backer of one of the principals who desired a postponement." This may be the reason for the authorities acting in like cases in the United States, and the above sentence would seem to indicate that such a thing would not in that country excite much surprise. But the writer is mistaken if he thinks that part of the Anglo Saxon race to the north of the lakes are as "advanced" in this respect as that to the south of them.

LEGAL METAPHORS.

There can be little question that an amusing and even a beautiful and instructive article might be written upon the use of metaphors by judges and legal writers. Few can have failed to have been struck from time to time by the recurrence of such breaks in the tedium of the Reports or the Text books. Few, again, could deny that many of them are as beautiful as they are to the point. One such, for example, occurs in *Bright v.*

Legerton, 2 D. F. & J. 607, where it is remarked with respect to the emblem of Time, who is depicted as carrying a scythe and an hour-glass, that while with the one he cuts down the evidence which might protect innocence, with the other he metes out the period when innocence can no longer be assailed. Nor can a certain beauty be denied to the method by which, in the old Year Book, 9 Hen. VI. 24 b, the sale by executors under power in a will is illustrated: *et issint (thus) on aura loyalment franktenement de cesty qui n'avoit rien, et en meme le maniere come on aura fire from flint, et uncore nul fire est deins le flint, et ceo est pour performer le darrein volonte de le devisor.*

And, perhaps, the observation of the American judge in *Farmers and Mechanics' Bank v. Kingley*, 2 Doug. (Mich.) 379, is worthy to rank with these, where he says, "It would be as difficult for me to conceive of a surety's liability continuing after the principal's obligation was discharged, as of a shadow remaining after the substance was removed."

Of all text writers, Mr. Joshua Williams is, perhaps, pre-eminent in his liking for the use of metaphors. There is one, which is especially amusing, and which, as perhaps a little too pointed, he omits altogether in subsequent editions of the work in which it occurs. In a former edition of his work on Real Property he remarked, with reference to the Act to render the assignment of satisfied terms unnecessary (Imp. 8 & 9 Vict. c. 112, sec. 1), an enactment which, by the way, does not appear to have been adopted in Ontario—that it was like saying that everyone should leave his umbrella at home, except that such umbrella, which shall be so left at home as aforesaid, shall afford to every person, if it should come on to rain, the same protection, as it would have afforded to him if he had it with him. And, again (Real Prop. Ed.