Aridg., which depends upon it, can be considered as of any authority on either side of the question. Far more weight, however, is due to a passage in Viner's Abridg. Tit. *Corporations* (K), 25 and 29, where it is said that "He who distrains as bailiff of a corporation, and is not bailiff, may make conusance, &c., if they agree to it, and good without deed; and the case was that one of the corporation had distrained in right of the corporation, and had not their deed." *Though the law is that a bailiff may justify in trespass*, as bailiff to a corporation without a deed, yet it is not like to a bailiff *in an assize*. *Doe* v. *Peirce*, 2 Camp. 96, though indirectly bearing on the present question, may be considered as shaking the authority of the old decisions, as it was there held that a verbal notice to quit given by a steward of a corporation was good, without showing his authority. The old rule, however, seems to have received its great blow from the Court of Queen's Bench, in *Smith* v. *The Birmingham Gas Company*, 1 A. & E. 526. After considering the authorities the Court there held unanimously that a bailiff need not be appointed by writing under the corporate seal. An attempt may indeed be made at some future day to place this case on the narrow basis of the company's Act, the 9th section of which would have quite supported the decision. It is clear, however, from their judgments, that the learned judges did not decide the case on any such narrow basis, but intended to lay down a broad general rule. Indeed they refused to recognise *Horn* v. *Ivie* as a general authority, and Lord Denman, C. J., said that it proceeded simply on the ground that the service of the bailiff was not an ordinary one.

On the whole the weight of authority seems very strongly in favour of the view that the corporate seal is not necessary; but at the same time, both corporations and bailiffs will do well to have the corporate seal affixed whenever circumstances will allow this to be done.—*Solicitors' Journal.*

THE LAW OF LIBEL.

The law of libel has proverbially proved a stumbling-block of perplexity to public, counsel, judges, and juries. But it has lately received a magisterial interpretation more perplexing than ever, and which, if it be confirmed by judicial *fiat*, may well suggest to many an elector, and many a candidate, in the coming contest, the necessity for a revision as to some of its clauses. The conclusion arrived at in the case alluded to seems so utterly at variance with common sense as to become almost incredible; and yet the legal profession is understood to hold it to be technically sound. But what will common sense say to such circumstances as these? A certain London tradesman provides his son with an education which, as far as can be judged of his means, may be termed a more than liberal one, and on his becoming able to undertake it, procured him a situation in a bank. But by the time this young gentleman had attained the age of twenty-three, he had managed to get dismissed from his appointment, under circumstances very nearly bringing him within the verge of the law, as well as to commit two or three escapades of a similar nature—to become bankrupt, to incur overwhelming debt, and to marry disreputably. The family being aware of all this, cast him off, the father expressly declining all further personal intercourse with him. In answer, however, to an application made to him a few weeks ago by his son, the father dictated a letter, through one of his daughters, renewing the repudiation, and recounting his reasons for his decision For sending this letter the son summoned the father before the Lord Mayor on a charge of "unlawfully writing and publishing, or causing to be written and published, a false and defamatory libel!" Did ever technical terms so utterly pervert the simple truth? The son, in cross-examination, admitted every fact which the father had asserted in justification of his own conduct. It was not denied that in a legal point of view, had the father indited the epistle with his own hand, it would have been a "privileged communication," and so, unimpeachable. But because, declining any primary communication with his worthless offspring, he chose to employ his daughter—the lad's own sister—as his amanuensis—it is ruled that the law may step in and declare him to have written and published" a libel! So little of "publishing" was there in the matter that in this very letter the poor man offers to pay £20 if his son will take another name, so that the family may not be disgraced by the "publicity" of his misdeeds. He was, nevertheless, committed for trial—under bail, of course—and Westminster Hall says that no other conclusion was possible! Now, the trial will most likely come on next week, and as it is quite impossible to suppose that any jury will convict, or, if it did, that any judge would pass other than a nominal sentence under the circumstances, would it not be worth the while of our future legislators just to dock the "law of libel" of a possible intrepretation which is not only a reproach to its common sense, but which must end in being practically nullified on every occasion when it is asserted —*London Cor. of Saunders' News-Letter.*

THE ACTIONS FOR BREACH OF PROMISE OF MARRIAGE.

Baron Bramwell has ventured to talk common sense to a jury on this subject, and we rather hope than expect that other Judges will follow his example. He has told a jury that when a man and a woman have found out that they could not agree, it was better for them to break the engagement than to keep it. This seems sufficiently obvious when put into print; nevertheless, it has rarely found expression in a Nisi Prius Court, Judge and jury and counsel usually, as by one consent, lay-