be held liable for the contract being held invalid for want of a seal. The very recent case of *Beattie* v. *Lord Ebury* (Notes of the Week, Aug. 10, 1872), before the Lords Justices of Appeal, is entirely opposed to any such notion. The case suggested by Lord Hatherley, of a contract without seal under which an entire railway was made, we think would be almost certainly within the principle of the *South of Ireland Colliery Company* v. *Waddle* (L. Rep. 4 C. P. 617), where Lord Chief Justice Cockburn, in delivering the judgment of the Court of Exchequer Chamber, spoke of the old rule "as a relic of barbarous antiquity," and refused to re-introduce it by disregarding a long series of decisions in which it had been held not to apply to corporations or companies constituted for the purpose of trading, and where the contract was necessary for the purpose of such corporations or companies.

So in the court below (18 L. T. Rep. N. S. 403; L. Rep. 3 C. P. 474), Mr. Justice Montague Smith, says:—"The modern doctrine, as I understand it, is, that a company which is established for the purpose of trading may make all such contracts as are of ordinary occurrence in that trade, without the formality of a seal, and that the seal is required only in matters of unusual and extraordinary character, which are not likely to arise in the ordinary course of business." It would thus appear probable that in the case put by Lord Hatherley, the contractor would have an adequate remedy at law, and on that ground would be precluded from resorting to equity.

Assuming, however, that from the special constitution of the defendant company, or from the general law, the plaintiff is without legal remedy, it appears to us that he is not entirely without an equitable remedy—not indeed on the contract, but under the head of equity, stated in paragraph 22 of Mr. Shelford's book on Joint-Stock Companies, second edition, viz,:—"That companies which have derived benefits from dealings on their behalf, beyond their powers, or on which they cannot be sued at law, or for some other reason, are liable in equity to recoup the persons from whom they have derived such benefits, to the extent they have benefited;"—a proposition amply supported by recent authorities.—*The Law Times.*

CONCERNING THE READING OF MANY BOOKS.

Hobbes, of Malmesbury, used to say: "If I had read as many books as other persons I should, probably, know as little;" and the saying had a sermon in it which we have, most of us, been very slow to learn. We read too many books, and especially is this true of lawyers and law students. We remember to have seen a "course of law reading for students," recommended in some old book which, it was remarked, "could be accomplished in about *ten* years," and to an edition of Wynne's Eunomus there is prefixed a "plan of reading for special pleaders" that makes one's head ache simply to contemplate. Such a legal ground plan is not unlike Robinson Crusoe's goat pen, so large as to give him as little property in his flock as though he had no pen at all.

And the worst of it is that most law students pursue their studies, or rather reading, for it is not study, much on the same principle. One book after another is gone through hastily, mechanically, little remembered and less understood, and after a certain time they come to the bar with no clear, well-defined knowledge of any thing. In thinking of the average law student's career, one is reminded of Swift's witty remark, that the reason a certain university was a learned place was, that some persons took some learning there and few brought any away with them, so it accumulated.

A late learned professor in a law school used to remark to his classes that any man who *knew* the contents of three books, which he named, would be a better lawyer than there was in the State; and we do not doubt he was correct. The usual method of a law student is to read *seriatim* Blackstone, and Kent, and Greenleaf, and Washburn on Real Property, and Parsons on Contracts, and works on Practice, Bills and Notes, Partnership, Easements, Domestic Relations, Pleadings, Commercial Law, Agency and what not, until he has a sufficient smattering to enable him to pass a meagre examination and take his place at the bar. But after all this, how much does he really know, as a rule, on any one of the subjects named? Certainly not much. Now, had he devoted all his time to carefully reading and re-reading