

THE English Law Reports are not the place one usually resorts to for occasions of amusement, and yet one sometimes comes upon some bright jewel in their dull and decorous pages suitable for the mirth of grave and sober men, such as, we all know, the legal profession is composed of. One of these solemn jokes is the case of *Haslewood v. Consolidated Credit Co.*, 25 Q.B.D., 555. The action was one of trespass, instituted in the Lord Mayor's Court. The defendants justified their acts under a chattel mortgage for £30 made by the plaintiffs. The plaintiffs claimed the mortgage was void under the Bills of Sale Act, and its validity turned upon the question whether the variations it contained from the form prescribed by the Act were of such a character as to be readily understood without legal assistance. The plaintiffs claimed that they were not, and that the stipulations for repayment of the loan were obscure and difficult to understand. The plaintiff was non-suited in the Mayor's Court, and then appealed to the Queen's Bench Division, and it so happened that the Divisional Court on this occasion was composed of no less exalted personages than the Lord Chief Justice and the Master of the Rolls who, after a solemn, critical, grammatical consideration of the terms of repayment, were agreed that they were obscure and difficult to understand, and that the chattel mortgage was therefore void. With a persistence paralleled only by the insignificant amount at stake, the defendants appealed to the Court of Appeal, where Lindley and Bowen, L.JJ., presided. After hearing argument, they evidently felt a little delicacy in overruling the two chiefs, so they ordered the case to be re-argued before the full court (Cotton, Lindley, and Bowen, L.JJ.), and upon its coming up before them, the counsel for the appellants were not even called on. After hearing what the respondents' counsel had to say, they unanimously reversed the decision of the Lord Chief Justice and the Master of the Rolls, and not only dissented from their law, but politely ridiculed their grammar, and held the clause perfectly plain and unambiguous. One would have thought that the very fact that two eminent judges should differ from three others on its construction was *prima facie* evidence that it could not be very clear; but it so happened that in *Goldstrum v. Tallerman*, 18 Q.B.D., to which Lord Esher, M.R., himself had been a party, the Court of Appeal had decided that such a difference of opinion among judges had no such result. Bowen, L.J., tried to soften the blow by ascribing the difference of opinion between the Court of Appeal and the Divisional Court to the fact that the Court of Appeal had the case of *Goldstrum v. Tallerman* in their minds, which the Court below had not, yet the reporter with a brutal regard for accuracy is careful to state in a foot-note that that case was cited to the Divisional Court: perhaps the true explanation of the decision of the Divisional Court is to be found in the fact that the mortgage bore interest at the modest rate of sixty per cent. per annum; and it was as Carlyle would say a case of "approximate justice striving to accomplish itself in one way or another." As an instance of the marvellous persistency of litigants, and the occasional apparent obtuseness of the ablest judges, and the indiscretion of law reporters, the case in question is a striking instance.