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ENGLISH PLEADINGS.

The Judicature Act made a clean sweep of the system of special pleading once so famous and so formidable in England. Under the provisions of that Act no particular form of pleading is necessary. Those who come before the Courts are directed to set out their ground of action concisely and clearly. But notwithstanding the freedom enjoyed under the Statute, there is a tendency at times to relapse into the prolixity of the discarded system of pleading. In a recent case of *Davy* v. *Garrett*, before the Lords Justices, the appeal referred solely to a question of pleading. The plaintiffs, Davy & Co., in stating the causes of action against the defendants, delivered a claim of forty-three pages in length, in which they went into numerous transactions in detail, and set out the whole or parts of some thirty letters, and other documents. One of the defendants objected that this elaborate pleading was prolix and embarrassing, and offended against the rules of the Judicature Act, by which it is expressly ordered that every pleading shall contain as concisely as may be a statement of the material facts on which the party pleading relies, but not the evidence by which they are to be proved; while by another rule it is ordered that any expense caused by unnecessary prolixity of pleading shall be borne by the party offending. Vice-Chancellor Hall deemed the pleading admissible on the ground that the circumstances of the case were special and peculiar, and it was almost impossible to say what might or might not be relevant or necessary. The Judge remarked that it is not easy to please a defendant. If the statement of claim is too long, he calls it prolix; if it is very brief, and the case goes to trial, he will object that he has not had notice of the precise nature of the claim against him.

The defendants, however, appealed, and the effect of the recent decision of the Lords Justices is that the Vice-Chancellor has been overruled, and the forty-three paged pleading struck from the record. In delivering judgment, Lord Justice James referred in pointed terms to the necessity of guarding against abuses. "The Court must take care," his Lordship said, "that pleadings shall not be allowed to degenerate into the offensive practice formerly in force. We must not be driven to confess, as Oliver Cromwell did, with a sigh, in reference to his ineffectual attempts to reform the law and procedure of this country, that the sons of Zeruiah are too hard for us. I, for my part, do not mean to succumb to their devices." His Lordship, no doubt, speaks with the knowledge acquired by long experience of the traps and snares that once beset the path of the pleader, and his views will secure approval. It may be remarked, however, that, judging from the statistics given in our last issue, simplification of procedure has in no way diminished the length of trials.

CONVENTIONAL PRESCRIPTION.

The case of *Bell* v. *Hartford Fire Insurance Co.*, which is noted in the present issue, presented a question of some novelty. To an action on a policy, the defendants pleaded the conventional prescription of the policy, in which it was provided that no suit shall be "sustainable "unless commenced within twelve months "next after the loss shall have occurred." The plaintiff answered that the conventional prescription was interrupted in consequence of the Company having tendered a certain sum in settlement. Judge Dunkin refrained from stating a rule as to the liability of conventional prescription to interruption. His Honor remarked that it may or may not be interrupted, according to the precise circumstances of each case. But in the present instance the Company was protected by a clause very strongly drawn, making the mere lapse of time conclusive evidence against the validity of the claim. Under these circumstances, it was held, the tender of money, at once refused, did not interrupt the prescription.

RIGHTS OF RAILWAY BONDHOLDERS.

We print in this issue an important judgment rendered by Chief Justice Meredith in the case of *Wyatt* v. *Senecal*, affecting the rights of railway bondholders. The case is also of general interest to hypothecary creditors where any considerable part of their security depends on immoveables by destination. The learned Chief Justice sustained the proceeding in revendication taken by a bondholder to prevent rolling stock from being removed from the railway.