tions—a necessary part of a liberal education. It is certainly strange to read the details showing how three centuries since noblemen and gentlemen frequented the Inns of Court, in even greater numbers than they frequented the Universities, for the simple purpose of learning something of the laws of the country they might have a share in governing. Since then knowledge of law has become a strictly professional accomplishment, and it will not again become a branch of popular education until the law has been made at once simpler and more scientific in its conceptions and procedure. The efforts of law reformers are directed to these ends; but while we await these great results in the future, we know not why opportunities that are now open to all should be neglected as they are. A criminal trial excites attention through an apparent fascination in crime; why should not the adjudication of civil rights have an attraction of its own as connected with the organization of men in society and the attributes of property in the material objects of possession?—*Times.*

PASSING OF PROPERTY OBTAINED BY FRAUD.

The Court of Queen's Bench Division, on the first day of the present sittings, had, in the case of *Babcock* v. *Lawson,* to discharge the disagreeable duty of deciding which of two innocent parties should suffer the consequences of a fraud practised upon both. The circumstances of the case made it *sui generis,* otherwise the law relating to the subject was so thoroughly thrashed out in the recent case of *Cundy* v. *Lindsay* that were it not for this the action would no doubt never have been brought. In *Cundy* v. *Lindsay* (38 L. T. Rep. N. S. 574), which came before the House of Lords upon appeal from a decision of the Court of Appeal reversing the decision of the Court of Queen's Bench, the facts were as follows:—A person of the name of A. Blenkarn wrote to the respondents and ordered goods of them, intentionally signing his name in such a manner as to be mistaken for Blenkiron. There was a respectable firm of that name, and the respondents, believing that they were dealing with that firm, forwarded the goods to Blenkarn. Blenkarn had no means of paying for the goods. The appellants afterwards purchased the goods *bonâ fide* from Blenkarn. Held (affirming the judgment of the court below), that the property in the goods had never passed from the respondents, and that they were entitled to recover the value of them from the appellants. In giving judgment the House of Lords laid it down that, in the application of this principle, the settled and well-known rules of law must be rigorously applied, and, with regard to the title to personal property those rules were expressed as follows:—The purchaser of a chattel takes the chattel, as a general rule, subject to what may turn out to be certain infirmities in the title. If he purchase the chattel in market overt, he obtains a title which is good against all the world; but if he do not purchase the chattel in market overt, and if it turns out that the chattel has been found by the person who professes to sell it, the purchaser will not obtain a title as against the real owner. If it turns out that the chattel has been stolen by the person who has professed to sell it the purchaser will not obtain a title. If it turns out that the chattel has come into the hands of the person who professed to sell it by a *de facto* contract, that is to say, a contract which has purported to pass the property from the owner to him, then the purchaser will obtain a good title, even though afterwards it should appear that there were circumstances connected with that contract, which would enable the original owner of the goods to reduce it and to set it aside, because those circumstances will not be allowed to interfere with a title for valuable consideration obtained by some third party during the interval while the contract remained. In this case the court held that this was not one of those cases in which there is *de facto* a contract made which may afterwards be impeached and set aside on the ground of fraud, but a case in which the contract had never come into existence, and accordingly that the property had never passed from the respondents. In a subsequent case that of *Moyce* v. *Newington* (39 L. T.