

tives from Roman words expressing the same ideas. And when we talk of novation of contracts, we are borrowing the "novatio" Roman law—and "undum pactum" is also a distinctly Roman law term.

Our equity law, which took its rise in circumstances somewhat similar to those which gave rise to the prætorian law of ancient Rome, has borrowed many of its principles from Roman jurisprudence.

The fiduciary is none other than the "fiduciarius" of Roman law in an English dress. Our process of discovery seems to have its origin in the practice of the Roman law which enabled a cestui que trust to examine his trustee on oath as to the alleged trust. Injunctions have their prototypes in the interdict of Roman law, and many other instances might be found to shew how much this branch of law has been built up on Roman principles.

Our law relating to partnerships and corporations has in like manner been similarly inspired. Even the idea that the fees paid to members of the learned professions, such as doctors and lawyers, were in the nature of "honoraria" and not the subject of action, is plainly derived from Roman law.

But it is not the object of this paper to trace all the particulars in which our law, or legal ideas, and principles, are derived from the law of ancient Rome, but rather to call attention more particularly to our legal phraseology which has so palpably a Roman origin, and to suggest, that whenever we find English and Roman law alike, or very similar, we may not unreasonably conclude that our legal ancestors who so evidently adopted the language of Roman Law, may have also adopted its principles.

A very striking and concrete case, shewing the method employed appears to be furnished by Lord Holt's celebrated judgment in the case of *Coggs v. Bernard*, where he adopts the phraseology of Roman law with regard to the different kinds of bailments, and founds himself on Bracton, who in turn borrowed his law from the Institutes without acknowledgment.

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