traband of war, and, if such is smuggled on board their ships, have generally proofs of their own innocence of its presence there sufficient to satisfy any reasonable person. The taking such a vessel into port for adjudication under such circumstances could be productive of nothing but annoyance. To the sham neutral, indeed, the advantage of such a rule is obvious enough.

Thirdly. to the human race in general, war is at all times an evil, and each belligerent nation, as well as every nation which is honestly and truly neutral, has a direct interest in bringing it to a close as soon as possible. But a great obstacle to this would be created if the rules of the law of nations were such as to allow pretended neutrals to drive a flourishing trade between the belligerents, with the power of indirectly aiding either party at convenience or pleasure.

The British Minister, in his reply to the American Minister, on which we commented in our last number, does not dispute the position of the latter which we have been discussing. The English Minister's case did not, indeed, require him to do so; for his position is, that the Trent was not in any way violating the law of nations, so that any seizure of her or her freight was unlawful ab initio.

Such, as appears to us, is the juristical view of the question raised by this affair of the Trent. We have all along purposely refrained from considering the subject in any political or moral view, and now take leave of it.—*Jurist.*

DIVISION COURTS.

TO CORRESPONDENTS.

All Communications on the subject of Division Courts, or having any relation to Division Courts, are in future to be addressed to "The Editors of the Law Journal Barrie Post Office

All other Communications are as hitherto to be "The Editors of the Law Journal, Toronto."

SPLITTING THE PLAINTIFF'S DEMAND.

(*Continued from page 67.*)

The Plaintiff in this case (*Grimbley* v. *Aykroid*) was a grocer, the Defendant a Railway Contractor. The men employed by the latter on the Railway, were paid partly in money, and partly in tickets or orders for goods. Three thousand of these tickets had been given by order of the defendant to the plaintiff who supplied the workmen accordingly, and on settling with them the contractors deducted these orders as so much money.

The defendant having refused to pay the plaintiff these tickets, the latter brought 228 actions upon them in the County Court, each as it would seem on the amount of the supplies to one workman. The question was whether under these circumstances the case came within the provision of the 63rd section (English Act,) against dividing any cause of action for the purpose of bringing two or more suits, or in other words, whether the splitting of a tradesman bill as had been done in this case was a dividing a cause of action within the meaning of the statute. *Pollock, C. B.*, after referring to the older authorities, all of which had been cited and commented on in the course of the argument, and to the judgment of Lord Tenterden in *R.* v. *Sheriff of Herefordshire*, 1 B & Ad. 672, proceeds thus: "The present case however does not proceed upon these authorities, but on the construction of the recent act 9 & 10 Vic, c. 95. The whole question turns upon the meaning of the term "cause of action." This term does not necessarily mean a cause of action on one single entire contract, for there may be one cause of action on several debts contracted at different times; and in by far the greater number of cases a count in *indebitatus* assumpsit, or debt is founded on many distinct contracts, as was pointed out in *Hesketh* v. *Faweett*, (11 M. & W. 360;) and one count may be considered one cause of action.

To provide that one cause of action on one entire contract should not be divided, would be unnecessary and surplusage; and though an argument that a clause in an act of Parliament if understood in one sense would be operative, —in another inoperative,—is not by any means a conclusive one, because it must be admitted clauses are often introduced *ex abundantia cautelâ*, yet it is of some weight; and the probability is that the Legislature, in enacting that a cause of action shall not be divided, meant a cause of action which but for the enactment would be divisable, and when it is considered to what abuses the narrower construction of the term would lead (which is strongly exemplified in the present case, in which 228 actions have been commenced, and 3000 might have been brought), we think we may safely conclude, that the term "cause of action" ought to be interpreted *one cause of action*, and not to be limited to an action, on one separate contract.

But on the other hand, if the term is to comprise all debts that might be included in one count,—debts for work and labor, goods sold, use and occupation, &c.,—though totally unconnected with each other, which might be included in one *indebitatus* count, would be prevented from being divided under this clause,—and if *indivisible*, and the creditor brought an action for any part he would virtually abandon all the remainder by the operation of the latter part of the 63rd section.

In such a case Mr. Justice *Coleridge* held that a similar clause in the Brighton Court of requests act did not apply, —the demand there being for three distinct things, the price of a horse, rent, and goods sold; but he made a distinction between that case and one where a debtor has a bill running on from day to day (*Neale* v. *Ellis*, 1 Dowl. & L. 163.) In such a case, though each item of goods supplied or work done constituted a separate contract, so that after the stipulated price became due the tradesman, could sue for one item, yet the understanding is undoubtedly, that it shall be united with other items and form an entire demand; and doubtless if after several other items were added to the first, the tradesmen were to bring separate actions for each as for a distinct debt, any superior court would deal with such a proceeding as vexations.