Counsel, the latter fact being the fault of Lord Selborne. His difficulties have been partially exemplified by the deplorable suicide of Mr. Nash, one of the applicants for silk, whose premature death was purely due to over-work, in the same way as the comparatively recent and equally deplorable death of Mr. Oppenheim. Both are instances of that incurable industry which ends in monomania; the last-named especially was a man who was known not to have taken a holiday for years except on Christmas day. It is only on this theory that one can explain the peculiar fact that the successful men commit suicide and the unsuccessful survive.

The complaints concerning the Courts still continue with unabated vigour, and the judges take the leading parts in the chorus of grumbling. Baron Huddleston has taken the despairing line and has ordered all the uncontrollable ventilators in his court to be hermetically sealed. Judge, then, of his horror when on the succeeding day, the Houses of Parliament and the Tower having been wrecked in the meantime, he saw two suspicious looking persons enter the gallery and leave it hurriedly; for his knowledge of science, small and purely forensic as it is, must be quite enough to teach him that an explosion is infinitely dangerous in a place where the atmosphere is confined within metes and bounds. However, we have to thank—not the forbearance of the enemies of society—but something higher, for the fact that the Royal Courts have, up to the present time, escaped the fate of the Houses of Parliament. It is a matter for deep congratulation, however, that the Legislature of the United States should, late in time, have realized their duty in regard to the dynamitard class. That undefined thing—the comity of nations—has certainly been very slow in making its appearance.

London, Feb. 2, 1885.

SELECTIONS.

It will be remembered that not long ago, a decision was rendered by the Supreme Court of Minnesota to the effect that the attachment of a seal to an instrument, in all other respects having the elements requisite to negotiability, destroyed its negotiable character. Though this opinion was consistent with the old theories underlying the doctrine of negotiability, yet, as everyone must have observed, it clashed with the modern view, which has received recognition by no less an authority than the Federal Supreme Court, that bonds have the same commercial character that their unsealed brethren possess. This question came before the Supreme Court of Pennsylvania, in *Kerr* v. *The City of Corry* not long ago. The lower court, relying upon *Diamond* v. *Lawrence County*, 1 Wright 353, adhered to the old view, and permitted the city to show that the bonds in suit were fraudulently issued, though Kerr was a *bona fide* purchaser thereof before maturity. The Supreme Court rejects the fossilized doctrine and places itself on the level of progress of the United States Supreme Court. It declines to be put in that position by which it would be made "to antagonize the sentiment of the commercial world, and the doctrine of every other court, whether in this country or England." The court had not, of course, heard of the Minnesota decision. In concluding its opinion, the court summarizes the law upon bonds with reference to their negotiability thus:

"They have at least a *quasi* negotiability in these particulars; they pass by delivery, and the holder may sue in his own name; the transferee for value holds title as an original obligee; he cannot be affected by equities existing between the previous holders and the municipality of which he had no notice; neither can he be affected by the default of the officers issuing them, unless such default directly affects their power to make and put them upon the market."—*The Central Law Journal.* *

* See *Bank of Toronto* v. *The Cobourg, etc., R. W. Co.*, 20 C. L. J. 49.—Ed. C. L. J.