The Legal News.

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EXPERTS IN HANDWRITING.

The *Albany Law Journal* notes the fact that the indictment against Philps and others, for forging and uttering the Morey letter, is to be quashed, the prosecution being satisfied that the defendants were not the authors of the letter, but were imposed upon by the real forger, yet four "experts" testified that Philps wrote the letter! Three of these persons are also witnesses in the *Whittaker* case—the colored cadet at West Point—and they all say that the cadet himself wrote the letter of warning which he alleges he received from an unknown hand. This may be so, but the evidence of these gentlemen will hardly make the proof more convincing. On the other hand, the defence have now introduced a Boston lawyer who swears, according to our contemporary, to several very bad blunders made by Mr. Southworth, one of the experts, in cases with which this witness had a professional connection; and that while Mr. Southworth is a man of veracity, he has become a monomaniac on the subject of handwriting, who "can see things about it that no one else can see, and can tell things about it that no one else can tell."

This Mr. Southworth is the same gentleman, we believe, that was so positive as to the address of the *Macdonald-Pope* letter being in the handwriting of Mr. Palmer, of the Montreal Post Office; nay, he is said to hold that opinion still, although the mystery has been fully cleared up by the acknowledgment of the real actor. So many blunders have been brought home to professional experts in handwriting that juries are justified in exhibiting a certain amount of distrust of their statements, however sincere and honest the witnesses may be.

RESTRAINT OF TRADE.

In a note by Mr. E. H. Bennett, in the *American Law Register*, to the English case of *Roussillon* v. *Roussillon*, (English Chancery Division), the author says:—

"In this case, more than in any other, ancient or modern, is distinctly brought out the true ground upon which contracts in restraint of trade are declared void; viz., that under the particular circumstances of each case, and the nature of the particular contract involved in that case, the contract must be *unreasonable*. In determining that question of reasonableness or unreasonableness, the extent of territory covered by the prohibition is one element, and only one element, in arriving at the conclusion. Some cases seem to have made this a final and conclusive test, without any regard to the nature of the contract, or whether the public would or not suffer, or be likely to suffer, any inconvenience or detriment if the contract should be enforced. On the other hand, it seems more reasonable to consider the question of area only a subordinate and not a dominant consideration; and that while some contracts might be void, because unreasonable, if the territory covered by them were small, other contracts of an entirely different nature might be valid, even if a much larger area was included. It depends, or should depend, upon the nature of the business, and whether such business could be done throughout a large area by one occupying a central position therein; or whether such business must from its very nature be limited to a circumscribed locality. In the latter case a contract might be void when embracing a much smaller territory than in the former."

SUPREME COURT DECISIONS.

To the Editor of the Legal News:

Dear Sir,—Although "R." kindly informed me through your columns, (4 vol. p. 97) that some "*critic, writer or pleader*" would soon be "*on the heels of the Reporter of the Supreme Court,*" I really did not expect that, before the judgments were published, my short notes would be so severely criticised. I may as well take this opportunity of informing your hypercritical readers that I do not pretend to give in these short notes, often prepared without the advantage of having all the judgments before me, a full digest of the case or an unassailable head note. All I was asked to do was to give in effect the result of the judgment in each case.

1st. "R." refers to the case of *Abrahams* v. *The Queen*. The judgment of the court in this case is very short, and if I have misled the profession, I can do no better than ask you to be