

personal discharge of judicial duties. The bias and pugnacity in favor of a client grow into second nature, just as we see in some Crown Attorneys the desire to obtain convictions. The mode of conducting cases is never, or at least rarely, judicial, so far as the conduct of the advocates engaged is concerned. The counsel who does not display great zeal in the interest of his client is set down as weak, and retainers thereafter become less frequent. We must, therefore, look for our judges among that class of lawyers who possess, perhaps, the ability but not the partisanship of counsel. But their remuneration must be commensurate with their work and talents. The sole test seems to us to be that good men ought to be selected, and that the salary ought to be sufficient to enable the public to have the advantage of their ability. Neither should the element of remuneration to the judges of other Provinces enter into the question. There is no comparison in the volume of work actually performed. Every Province should be treated on its merits. The circumstances must govern.

This is not, or, rather, ought not to be, a question of politics. It is a matter of vital importance to the welfare of the country. Good laws may be made; but if the administration of them is weak in a single point, then the laws are, to that extent, made in vain. It is of much greater consequence that the law should be well and ably administered than that the statute books should be filled with the wisest legislation which is not administered in the best, the cheapest, and the most expeditious manner possible. Given the judges we fortunately have in Ontario, and provide them liberally with the "sinews of war," so that their action may be free and full, and we have little doubt that in a few years we would see many radical and beneficial changes in our judicial system, and amongst the foremost agitators in that respect would be found many of the present occupants of the Ontario Bench.

Since the above was written we have read with interest a comprehensive article on the same subject in the *English Law Quarterly Review*, in which the writer takes a view similar in principle to that above expressed. We shall be glad to hear from correspondents and to publish what they may have to say on the subject.

COMMENTS ON CURRENT ENGLISH DECISIONS.

(Law Reports for March—Continued.)

EQUITABLE ASSIGNMENT—CONTRACT TO ADVANCE MONEY—BREACH OF CONTRACT—DAMAGES, MEASURE OF—JUDICATURE ACT, 1873, s. 25, s-s. 6 (R.S.O., c. 122, ss. 6-12).

Western Wagon Co. v. West (1892), 1 Ch. 271, was an action brought by the assignee of a contract to advance money, to recover damages from the defendant for having advanced money to the assignor after notice of the assignment. The facts were as follows: One Pinfold mortgaged property to defendants to secure £7,500 and further advances up to £10,000, which the defendants contracted to make. Pinfold made a second mortgage to the plaintiffs for £1,000 and further advances up to £2,500, and assigned to them his right to call for and require payment of the further advances agreed to be made by the defendants. The