

be treated as sufficiently attached to and connected with the permanent way to pass by a mortgage of the latter against the claims of creditors. We should add that this doctrine is not generally recognized in America.—*Solicitors' Journal*.

### A ROMANCE OF THE LAW.

An extraordinary trial, affecting the character of the most able and rising lawyer in Ireland, has occupied the Court of Common Pleas in Dublin for fifteen days, and terminated in the discharge of the jury because they could not agree. The facts may be briefly stated.

Mr. William Sidney, Q. C., enjoyed a very large practice, and as a leading member of the Irish bar, appeared to be marked for promotion. Even as a junior his practice was the largest ever known in Dublin. It did not appear very distinctly by what means his ample income was dissipated, but the result was that he became deeply indebted and resorted to loans at extravagant usury to meet the claims of his most pressing creditors. The action which produced these strange disclosures was brought by Mr. Harris, a bill discounter in Dublin, against Mr. J. L. Bagot, a magistrate of Galway, and a cousin of Mr. Sidney, on two bills of exchange, one for £200, and the other for £500, as the alleged acceptor. The defence set up by Bagot was, that the bills were not signed by him, but were forged by Mr. Sidney, who was his friend as well as relative. Large sums of money were lent, it seems, to Sidney, by Mr. Charles Bagot, a brother of the defendant, and Mr. Hynes, a brother-in-law of Sidney. It is stated that Mr. J. L. Bagot had been inclined to make further advances to him.

Mr. Sidney, Q. C., appeared as a witness on the part of the plaintiff to disprove the allegation of the defendant that he had forged the bills. He admitted that he had signed Mr. Bagot's name to them, but asserted it was done with his consent, and by his authority, and that in like manner he had signed his name to bills to the amount of more than £3000. He stated that in August, 1863, his friends met in his house, where Mr. Bagot, and his brother-in-law, and a solicitor named Bloomfield were present; and that they severally undertook to be bound for him to the extent of from £2,000 to £3,000; that his debts were found by them to amount in the aggregate to upwards of £30,000, but that, nevertheless, they resolved to make an effort to save him.

The next morning, as Sidney confessed, he heard some voices in his brother-in-law's room, and so he, Sidney, Q. C., listened at the keyhole, and heard Mrs. Hynes, his mother-in-law, urge her son to let the creditors "sell him out." Soon afterwards Mr. J. L. Bagot informed Sidney that they could do no more for him, and that a warrant would be that day applied for to apprehend him, as is presumed, on the charge of forgery. Sidney says that hearing these threats, and being intoxicated, he de-

stroyed all the evidence that went to prove Mr. Bagot's authority to put his name to the bills, and he wrote the following letter confessing the forgeries:

(Strictly confidential and private.)

August 19, 1867.

MY DEAR JOHN,—Coerced now, as I am, to abandon my home and seek shelter in a foreign land, in consequence of my own folly, I deem it but an act of justice towards you, whom I have wronged, to make this unqualified avowal of the wrongs I have committed, more especially when your generosity in proffering me your time and money to rescue me from my difficulties, but which proved unavailing, might after I am gone, afford colorable reasons to the holders of bills professing to bear your signature for supposing that you were liable. Hereon, I therefore now acknowledge and state that the only bills issued by me, and now outstanding which bear your genuine signature, are the following, namely, a bill for £700, now in the Hibernian Bank; a bill for £200, dated the 25th July, 1866, and I believe now in the hands of a Mr. Toole; and a bill for £200, dated the 26th July, 1866, and now held by Mr. Charles Bagot. Any others purporting to bear your signature are not genuine, and were not signed by you, or by your authority. Having now set you up, and afforded you the means of defending yourself against any claim which might be made upon you by reason of my bets, I at the same time impose on you the solemn obligation and injunction not to allow a human eye save your own, to peruse the contents of this sad communication. I am sure, now, that I have made the only atonement within my power, and I may rely on your honour as a gentleman to accede to this my last request. If you treat lightly and disregard it, and I learn of it, then I cease to live. Till then I will strive to work for my wronged wife and children. I appeal to your generous sympathy for my sad position to spare me and my innocent family the additional pain of having this avowal of mine made public. Use this document if it be absolutely necessary for your protection; but, before doing so, I implore of you to adopt all means within reach of defending yourself to the last without calling to your aid this document. Before you receive it I shall be far away, and in a foreign and far distant land. Knowing that you are often away from home, and knowing that your letters are sometimes opened in your absence by members of your family, I have directed this to be left at the post office till called for. Now once more I ask you to keep this letter a "dead secret" till you have satisfied yourself that its use is absolutely essential for your own protection; then use it, but not till then. Hoping you will not be inconvenienced by all you have to pay for me. Give your aid to me as far as you can. Now I am a wanderer. Adieu forever. I remain your broken-hearted

WM. J. SIDNEY.

P. S.—Should I ever again get the prospect of being successful in life, all will be paid 20s. in the pound, even those who were the cause of my ruin.

That a man, much more a Q. C., having notice that he is about to be prosecuted for forgery, should destroy the evidence necessary to prove his innocence, even though under the influence of liquor, could scarcely be expected