

tricked into signing a negotiable instrument which he did not mean to sign, he is not liable upon it, is one of the greatest importance to business people as well as the legal profession. Lord Russell thinks the bill or note void, notwithstanding that it may be all right on the face of it, the signatures genuine, and the holder a holder in due course. A case of this moment ought not to stop short of the House of Lords, if it be possible to get it there.

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We learn from our English namesake of December 11th, that Mr. Montagu Crackanthorpe, Q.C., will, from the beginning of the new year "practice only before the House of Lords and Privy Council, while continuing to take 'opinion' business as before." Ahem! "Here's richness," as the immortal Squeers puts it. It is not often that we in Canada hear of a lawyer exercising the royal prerogative of choosing one's courts, and we feel that we ought to be pardoned for the following bit of Weggery apropos of the event:

Forgive our freedom, Montagu —
Your luck is rare indeed ;
The King, he picks his courts to sue,
While *you*, your courts to plead !

It happened, not more than one thousand miles from Toronto, that one Elizabeth Doe, a married woman, was possessed of separate estate. Richard Roe was advancing to her \$1,000 to be secured by a mortgage on her property. A justice of the peace drew up the mortgage. The mortgagee instructed the justice to see that the husband of the mortgagor released any claims he might have against the lands. The husband was therefore made the party of the third part to the mortgage. Elizabeth Doe, the mortgagor, gave the usual statutory covenants. Then the following clause was added: "And the said John Doe, the husband of the said Elizabeth Doe, hereby bars his dower in the said lands."