

AUTUMN CIRCUITS, 1870.

EASTERN.—*The Hon. the Chief Justice of the Common Pleas.*

Pembroke.....	Wednesday.....	Sept. 28.
Ottawa.....	Monday.....	Oct. 3.
L'Original.....	Monday.....	" 10.
Cornwall.....	Thursday.....	" 13.
Brockville.....	Tuesday.....	" 18.
Perth.....	Monday.....	" 24.
Kingston.....	Thursday.....	Nov. 3.

MIDLAND—*Hon. Mr. Justice Galt.*

Napanee.....	Tuesday.....	Sept. 27.
Picton.....	Tuesday.....	Oct. 4.
Belleville.....	Friday.....	" 7.
Whitby.....	Tuesday.....	" 18.
Lindsay.....	Tuesday.....	" 25.
Peterborough.....	Tuesday.....	Nov. 1.
Cobourg.....	Tuesday.....	" 8.

NIAGARA.—*Hon. Mr. Justice Gwynne.*

Owen Sound.....	Tuesday.....	Sept. 18.
St. Catharines.....	Monday.....	" 19.
Welland.....	Monday.....	" 26.
Barrie.....	Monday.....	Oct. 3.
Milton.....	Wednesday.....	" 26.
Hamilton.....	Monday.....	" 31.

OXFORD.—*Hon. Mr. Justice Morrison.*

Cayuga.....	Wednesday.....	Sept. 28.
Simcoe.....	Monday.....	Oct. 3.
Berlin.....	Wednesday.....	" 12.
Stratford.....	Monday.....	" 17.
Woodstock.....	Monday.....	" 24.
Guelph.....	Monday.....	" 31.
Brautford.....	Monday.....	Nov. 7.

WESTERN.—*Hon. Mr. Justice Wilson.*

Walkerton.....	Wednesday.....	Sept. 21.
Goderich.....	Monday.....	" 26.
Sarnia.....	Tuesday.....	Oct. 4.
St. Thomas.....	Wednesday.....	" 12.
London.....	Monday.....	" 17.
Chatham.....	Monday.....	" 31.
Sandwich.....	Monday.....	Nov. 7.

HOME.—*The Hon. the Chief Justice of Ontario.*

Brampton.....	Tuesday.....	Sept. 27.
Toronto.....	Tuesday.....	Oct. 11.

CHALLENGING THE ARRAY.—On the evening of the trial my second brother, Henry French Barrington, a gentleman of considerable estate, of good temper, but irresistible impetuosity, came to me. He was a complete country gentleman, utterly ignorant of the law, its terms and proceedings; and as I was the first of my name who had ever followed any profession, the army excepted, my opinion, so soon as I became a counsellor, was considered by him as oracular. Having called me aside out of the bar-room, my brother seemed greatly agitated, and informed me that a friend of ours, who had seen the jury list, declared that it had been decidedly packed! He asked me what he ought to do. I told him we should have "challenged the array." "That was my own opinion, Joush," said he, "and I will do it now!"

He said no more, but departed instantly, and I did not think again upon the subject. An hour after, however, my brother sent in a second request to see me. I found him, to all appear-

ances, quite cool and tranquil. "I have done it," cried he, exultingly, "'twas better late than never," and with that he produced from his coat pocket a long queue and a handful of powdered curls. "See here!" continued he, "the cowardly rascal!"

"Heavens!" cried I, "French, are you mad?" "Mad!" replied he, "no, no! I followed your advice exactly. I went directly after I left you to the grand jury-room to 'challenge the array,' and there I challenged the head of the array, that cowardly Lyons! He peremptorily refused to fight me, so I knocked him down before the grand jury and cut off his curls and tail; see, here they are, the rascal, and my brother Jack is gone to flog the sub sheriff."—*Barrington's Sketches.*

SANTÉE V. SANTÉE.—A testator bequeathed the interest of \$1,000 to his widow for life, and also certain specific articles, as hay, wheat, &c., to be paid by the devisee of a tract of his land "during her life," and also the occupancy of certain rooms in his dwelling-house "during her lifetime or so long as she may choose to occupy the same herself." The devisee of the land gave the widow his bond conditioned for the payment of the interest and specific articles at the times they became due. *Held:* 1. That the widow's right to the receipt of the interest money, and the hay, &c., was not limited to the time of her occupancy of the rooms in the homestead. 2. That where the time of delivery and the particular articles to be delivered are fixed by contract, it is the duty of the obligor to seek the obligee to make the delivery. 3. If the obligee is out of the commonwealth, but his whereabouts is known to the obligor, then, although the latter is not obliged to follow him out of the State, yet it is his duty to inquire by letter as to what reasonable place he will appoint at which to receive the goods.—*Philadelphia Legal Gazette.*

COSTS FOR SLANDER.—Who is there that has not read of the despair of Snap and the disgust of Gammon when Snap rushed into the office on Saffron Hill with the news that the plaintiff in an action for slander had recovered one farthing damages, and that Lord Widdrington had told the defendant's attorney to give Snap another farthing, thereby making one halfpenny to Snap for all his exertions on behalf of a pauper client? Possibly some readers may not have perceived the point of Lord Widdrington's suggestion, and it is refreshing to have it brought to the mind by a decision of the Court of Queen's Bench, given last Term. In *Marshall v. Martin*, 39 L. J. Rep. Q. B. 85, the plaintiff had a verdict for slanderous words, damages one shilling, and Baron Pigott indorsed on the record the certificates required by 8 & 4 Vic. 24, s. 2, and by section 5 of the County Courts Act 1867, in order to give the plaintiff his costs. But the Court of Queen's Bench held that the good old statute, 21 Jac. I. c. 18, s. 6, was still in full force and un-repealed, and that Mr. Marshall under and by virtue of it should "have and recover so much costs as the damages so given amounted unto, without any further increase of the same, any law, statute, custom, or usage to the contrary in anywise notwithstanding."—*Law Journal.*