the defendants be jointly and severally condemned to furnish him with a *quittance* in proper form, or to pay the amount, $102.50.

Parent did not contest, but Hamilton pleaded that the plaintiff had acknowledged in his declaration that he had not the note in his possession, and that he had no right of action as guarantor or surety for the payment of said note, which being a negotiable instrument, could not be made subject to the rules governing the contract of suretyship.

MACKAY, J., held that art. 1953 C. C. was applicable to an endorser of a note, he being a surety within the meaning of the article, and the defendants were condemned jointly and severally to furnish the *quittance* as prayed, or pay the amount of the note, and costs of protest.

Barnard, Monk & Beauchamp for the plaintiff.

C. H. Stephens for the defendant Hamilton.

MONTREAL, June 12, 1878.

MELANÇON et al. v. BESSENER et al.

Nullity of Receipt opposed by Special Answer.

The plaintiffs, as assignees of insolvent estate of Giroux, instituted an action against Bessener, claiming the sum of $466 due to Giroux under a deed of sale by the defendant Giroux to the defendant Bessener.

Bessener, by his plea, invoked a receipt for the money signed by Giroux.

The plaintiffs answered specially that the receipt was a nullity being made fraudulently.

It was proved that the money was not paid, but a note was given by Bessener to Giroux, who transferred it to his wife.

By an interlocutory judgment, Madame Giroux was ordered to be called in.

The plaintiffs instituted another action, making Madame Giroux a party, and asking that the receipt be declared null. The causes were subsequently united, and

TORRANCE, J., holding that the special answer had been proved, maintained the action, and declared the receipt to be null and void.

Jetté & Co., for plaintiffs.

Doutre & Co., for defendant.

CURRENT EVENTS.

ENGLAND.

CODIFICATION.—Lord Chief Justice Cockburn, in a communication addressed to the Attorney General, June 11, expresses the following opinion on the codification of the law:—"I have long been, for reasons on which it is unnecessary here to dwell, a firm believer in not only the expediency and possibility, but also in the coming necessity of codification, and I have rejoiced, therefore, at the favorable reception which the proposal to codify our criminal law has received from the press as of good omen. But it would, I think, be much to be deplored if the eager desire to see the law codified, entertained by the public, of whom few have perhaps taken the trouble to study the details of the measure, and still fewer are in a position to appreciate the legal difficulties which present themselves, should lead to the adoption of a statement of the law still imperfect and incomplete. For not only would this be a misfortune as regards the work itself and administration of justice under it, but any failure in this, our first attempt at what can properly be termed a code, would engender a distrust of this method of dealing with the law which would retard all further attempts at codification for an indefinite period."

GENERAL NOTES.

THE STUDY OF THE ROMAN LAW.—The London corespondent of the *Manchester Guardian* says that a resolute effort is now being made to induce the authorities of the various inns of court to abolish the examination in Roman law which is necessary with a view to a call to the bar. This attempt has been made before, on the grounds chiefly that the present study of Roman law must necessarily be imperfect and scamped by those who attempt it, and that it is essentially an archæological subject. It is now definitively suggested to substitute as a subject of examination International for Roman law.

—A legal gentleman, who paid his addresses to the daughter of a tradesman, was forbidden the house, on which he sent in a bill of £91 13*s.* 4*d.* for 275 attendances, advising on family affairs.—*Irish Law Times.*