had, during more than a quarter of a century, waged fierce but fruitless war. He always conducted his own case—unless, indeed, Mrs. Cobbett was good enough to move the court for him—for bold would have been the barrister who consented to hold a brief for a plaintiff who habitually fought with shadows, and was accustomed to make his giants first before he tried to slay them. For some years Mr. Cobbett lay, mainly through his own choice, in the Queen's Bench Prison; and his delight was then to bring actions on all kinds of occult grounds, against the Governor and the Deputy-Governor. A writ of Habeas Corpus could in those days be obtained for the moderate sum of two pounds ten shillings; and it was rarely indeed that, in the course of a term, Mr. Cobbett did not indulge himself with one or two of these little legal luxuries, for the purpose of being brought up to Westminster, and moving for something against somebody. We always return to our first loves; and in the evening of his life the litigious patriarch reverted to his earliest passion for the Palladium of our liberties. The case of '*Cobbett* v. *Lopes*,' a record now withdrawn forever, was only one of a series of suits which this indefatigable plaintiff had brought against Her Majesty's Judges in connection with an attempt on his part to obtain the release of the 'unhappy nobleman,' lately 'languishing at Dartmoor,' but now seemingly getting on very nicely at Portland (the Tichborne claimant) on a writ of Habeas Corpus. Mr. Cobbett was very well known to the judicial bench—as well, indeed, as crazy Miss Flyte and the aggrieved 'Man from Shropshire' in 'Bleak House' must have been known to the Lord Chancellor. But poor Mr. Cobbett will tease the court no more, and the Great Hall of Pleas will lose one of its most constant visitors. Its analogue in the French Palais de Justice is called 'La Salle des Pas Perdus.' How many thousands of footsteps must not old Mr. Cobbett have utterly squandered and wasted in Westminster Hall!"

CODIFICATION OF THE CRIMINAL LAW.—The Speech from the Throne at the opening of Parliament, contains the following important paragraph:—

"Among other measures for the amendment of the law, a bill will be laid before you to simplify and express in one act the whole law and procedure relating to indictable offenses."

It has been rumored for some time that it was the intention of the Lord Chancellor to bring in a bill of this nature.

UNITED STATES.

COMMON CARRIER.—The Supreme Court in the case of *Pratt* v. *Grand Trunk R.R. Co.*, has had under consideration the question of what will amount to a delivery by an intermediate carrier to a succeeding carrier, sufficient to discharge the former from further responsibility. The opinion of the Court was delivered by Hunt, J., as follows:—

"The defendant is a corporation engaged, as a common carrier, in the transportation of persons and property. This action seeks to recover damages for a violation of its duty in respect to certain merchandise shipped from Liverpool to St. Louis, and carried over its road from Montreal to Detroit. The goods reached the city of Detroit on the 17th of October, 1865, and, on the night of the 18th of the same month, were destroyed by fire.

"The defendant claims to have made a complete delivery of the goods to the Michigan Central Railroad Company, a succeeding carrier, and thus to have discharged itself from the liability before the occurrence of the fire.

"If the liability of the succeeding carrier had attached, the liability of the defendant was discharged. *Ransom* v. *Holland*, 59 N. Y. 611; *O'Neil* v. *N. Y. C. R. R. Co.*, 60 id. 138.

"The question, therefore, is: Had the duty of the succeeding carrier commenced, when the goods were burned?

"The liability of a carrier commences when the goods are delivered to him, or his authorized agent, for transportation, and are accepted. *Rogers* v. *Wheeler*, 52 N. Y. 262; *Grovesnor* v. *N. Y. C. R. R. Co.*, 59 id. 34.

"If a common carrier agrees that property intended for transportation by him may be deposited at a particular place, without express notice to him, such deposit amounts to notice, and is a delivery. *Merriam* v. *Hartford R. R. Co.*, 24 Conn. 354; *Converse* v. *N. & N. Y. Tr. Co.*, 33 id. 166.

"The liability of the carrier is fixed by accepting the property to be transported, and the acceptance is complete whenever the pro-