

about the period when the Act was to come into force, are copied from the English Statute; and the only difference we find is, that the English Act *does* fix the time. It may be asked, when did our law come into force? at the beginning or the end of the session in which it was passed, or on the day upon which it is dated, or never? Is it prospective only, or is it also retrospective, or neither? Will it operate upon cases where the cause of action arose or was created before and at the time, of the Act becoming law, or only in causes arising after? In either case, how is the fatal day to be determined, since the legislature has made such an important clause, depend upon a certain period, when the act was to take effect, but which period it has omitted to fix? It is needless to point out to the professional reader, the many difficulties which must arise upon this part of the Act. It does not appear that the endorsements or *memoranda* here spoken of, are set aside as proof of payment, but only as acknowledgments to take the case out of the Statute of Limitations—It would be well for parties making indorsements hereafter to obtain the debtor's signature to it, or have it attested by two witnesses, and with these precautions, the indorsement may make evidence in some instances.

We have not space to examine any further the points of difficulty and embarrassment arising on this amendment, and also in regard to the mode of pleading both laws; many however, that we have not enumerated, must occur in practice. These remarks have already extended very far beyond what was originally intended, and an apology is due to our readers for their extreme length, if not prolixity. The subject is one of great practical interest, and well deserving examination. We have called attention to it, leaving the solution of the many difficulties which it involves to the profession, and the decisions of our courts; and, if neither of these can clear them up, to the intervention of the Legislature, which we think, after all, may be necessary. It is fortunate for merchants and men in trade, that the law is favourable to debtors, in matters of prescription. Not only are they entitled to repayment of a prescribed debt, paid under ignorance of the fact of prescription, but if they prove, which will not be difficult under this Act, that they paid it through error or misconception of the law, they are equally entitled to reimbursement.

We shall conclude by venturing to remark, that it is very desirable our Legislature should recollect that the clear utility of a law is as its abstract and practical utility, deduction made of the dissatisfaction and inconvenience occasioned by it; that hot-brained innovators, full of their own notions, only pay attention to abstract advantage in making new laws, and in introducing foreign legislation to their own country, considering discontent and confusion as nothing. Their impatience to try something new, and to acquire empty notoriety, are the surest obstacles to their own success, and to the success of their innovations. Such men have not been sufficiently watched by the leading members of the profession in our Parliament—and even some of these are negligent to an extent altogether unaccountable, as