

## LAW REFORM ACT OF 1868—PROFESSIONAL HUCKSTERING.

## DIARY FOR MARCH.

1. Mon.. *St. David.* Last day for notice of trial for Co. Court York. Sub-Treasurers of school moneys to report to County Auditor.
7. SUN. *4th Sunday in Lent.*
9. Tues General Sessions and County Court sittings in County York.
14. SUN. *5th Sunday in Lent.*
17. Wed. *St. Patrick's Day.*
21. SUN. *6th Sunday in Lent.*
25. Thur. *Lady Day.*
26. Fri. *Good Friday.*
28. SUN. *Easter Sunday.*
29. Mon.. *Easter Monday.*

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## LAW REFORM ACT OF 1868.

As our readers are aware, it is enacted by one of the clauses of this Act, (section 18, subsection 2), that a party to a suit who desires his case to be tried by a jury must give notice in writing to that effect to the Court and to the opposite party, by filing the same with his last pleading, and serving a copy on his opponent. Now it very often happens, that a party does not know, and cannot know until issue is finally joined, what pleading will be his last. Must therefore a plaintiff, to make sure, serve this notice with his replication, or the defendant begin serving it with his plea, supposing the pleadings to go beyond these stages respectively; or, if he omits to give the notice with what eventually turns out to be his last pleading, has he lost his chance of having a jury? The affirmative was strongly urged in a late case in Chambers which we now propose to notice.

In the case referred to, however, *The Quebec Bank v. Grey* a different mode was adopted to meet the difficulty. The action was brought on a promissory note, to which the defendant pleaded a special equitable plea; to this, the plaintiff replied by taking issue on it. The defendant desired to have a jury, but had failed to give the necessary notice along with his plea. He therefore joined issue on the replication, and filed and served his notices with this his "last pleading;" thus galvanizing into life, as it were, the old-similiter, which the plaintiff afterwards contended was done away with by the Common Law Procedure Act.

The plaintiff, thereupon, obtained a summons to strike out this pleading, joinder of issue,

similiter—or whatever it might be called—and to set aside the notice for trial by jury. This summons was fully argued before the Chief Justice of the Common Pleas, who decided that the defendant had a right to use this similiter, which was held to be still in existence and in fact preserved by sec. 108 of the Common Law Procedure Act.

It may now, therefore, be considered as settled, until at least this decision is impugned, that a party to a suit, may, for the purpose of giving a notice for a jury under the section referred to, file and serve a similiter, or formal joinder of issue, whether or not, the previous pleading is one in denial, and though such joinder of issue, under the practice in force since the Common Law Procedure Act, is for the purpose of perfecting the issue on the Record, unnecessary. This decision, may perhaps, take some by surprise, but it is, we apprehend, the correct ruling, and as the practice it authorises is certainly the most convenient under the circumstances, it is likely to be followed.

On the other hand, the Chief Justice set aside a notice for a jury which had not been served with a "last pleading," but he allowed the party to withdraw and re-file, and reserve such pleading, so as to bring himself within the act, and enable him to give the necessary notice with his last pleading.

## PROFESSIONAL HUCKSTERING.

It is to be expected that those persons who, are, unfortunately, allowed in this Country to trespass on the domain of the profession in the way of conveyancing, &c., should attempt to attract customers by devices in the advertising line that would do credit to the genius of "Brown, Jones & Robinson," and should vie with each other in doing business on the most "cheap and nasty" scale. But it should be a matter of surprise and regret that a member of that very profession should follow their example, and put himself on a par with those who attempt to make a living out of the credulity or cupidity of the unwary.

We have been furnished with a copy of a printed circular, or "Tariff of conveyancing charges," distributed by a member of the Law Society in a city to the east of this, which is unique in its way, and whilst it evinces the