out in the time of Lord Bacon. We have made little progress in the art of *publishing* law. We have no code and no hope of soon getting one; and even as regards consolidation, we have scarcely passed the point reached in France in the time of Charles VII. Is it possible to disconnect the state of backwardness and the fact that we have never had a special organization for securing progress?

Of course the absence of the organization and the state of the law also may be referred to the genius of our people. Things would have been different had the people felt the want of the former much, or been properly impressed with the intolerableness of the latter. The popular temper in regard to changes in the law may be inferred from the system of rules which Lord Macaulay correctly represented the Legislature to have followed from the age of John to the age of Victoria:—"To think nothing of symmetry and much of convenience; never to remove an anomaly because it is an anomaly; never to innovate except where some grievance is felt; never to innovate except so far as to get rid of the grievance; never to lay down any proposition of wider extent than the particular case for which it is necessary to provide." These rules breathed the spirit of a cautious conservatism. That, at any rate as regards the law, the consequences of these principles having so long been observed are deplorable every one knows who is acquainted with the subject. It is not likely, however, that these rules will be much attended to in future, the disposition to depart from them having yearly of late been acquiring strength under pressure of the inconveniences they have entailed upon us. But if henceforth we are to study symmetry in the law and consistency of principle in its parts, and if we are to give up the system of patching, mending, and bit-by-bit legislation, will not a Minister of Law and Justice become an indispensable auxiliary in the new course? Mr. Grant Duff may be over sanguine in saying we shall have such a Minister soon, but we shall be surprised if there be not soon an effort made to procure one.—*Pall Mall Gazette.*

NEED A DISTRESS WARRANT GIVEN BY A CORPORATION AGGREGATE BE UNDER THE CORPORATE SEAL?

In the case of *Strong* v. *Elliot*, which has recently been decided by Mr. Serjeant Petersdorff in the Exeter County Court, and which we report in another column, the question was raised whether a distress warrant given by a corporation aggregate need be under the corporate seal. The decision of the learned serjeant turned upon another point, but he expressed a very decided opinion on the question to which we have alluded. The matter is one of considerable importance to all corporate bodies, and some doubt exists on the subject. It may, therefore, be well briefly to remind our readers of the present state of the law on the point.

As Serjeant Petersdorf remarked it has now become a common practice not to affix the corporation seal to distress-warrants. Nevertheless until the last few years it was generally understood in the profession that the formality could not safely be omitted, and many of the older practitioners still adhere to the practice. Strangely enough the text-books on the law of landlord and tenant give no information on the subject; even Woodfall preserves a discreet silence. On turning to the authorities we find them somewhat conflicting. Although it was formely held (see the Year-books, 4 Hen. VII. 6; 13 Hen. VII. 17; 13 Hen. VIII. 12) that a corporation could do no act whatever without deed, it was soon afterwards allowed that in all *ordinary* matters—such as *e. g.*, the appointment of a cook or butler—it might act without seal. The earliest case, however, directly bearing on the present point is that of *Horn* v. *Ivie*, 1 Vent. 57, 1 Sid. 441, 1 Mod. 18, decided in Michaelmas Term, 20 Car. 2. This was a very peculiar case. Charles II. had granted a patent to the Canary Company which conferred on it the exclusive right of trading to the Canaries, and provided that all other merchants who should bring goods from there should "forfeit such ships and goods" to the company. The plaintiff was alleged by Company to have traded to the Canaries in violation of the patent, and the defendant Ivie had, as the company's bailiff, seized a certain ship and sails belonging to the plaintiff. The defendant by his plea, justified the seizure under the patent but did not allege any authority under the corporate seal. On demurrer the Court of King's Bench held that the appointment of a bailiff by a corporation must be under the corporate seal, and that the plea was bad. Only a few years after this, however, we find the Court of Common Pleas deciding, in the case of *Manby* v. *Long*, 3 Lev. 107, that a bailiff who had seized cattle *damage feasant* need not allege, in his plea of justification, that his appointment was under the corporate seal. The cases of *Horn* v. *Ivie* and *Manby* v. *Long*, therefore, established that, as a general rule, the bailiff of a corporation must be appointed by writing under the corporate seal; but that a bailiff to distrain cattle *damage feasant* need not be so appointed. This rule is accordingly laid down in Viner's Abrig. Tit. *Corporation* (B.) 5; where however, it is added that if the corporation have a head an appointment under seal is not necessary. It should be noticed, however, that *Cary* v. *Mathews*, which we shall presently notice, is the only authority cited in support of the passage. In *The East London Waterworks Company* v. *Bailey*, 4 Bing. 489, the necessity for an appointment under seal is asserted by Best, C. J., in a considered judgment of the Court of Common Pleas. Moreover, in the last edition of Chitty on Contracts, the judgment in *The*