

The keen irony of the celebrated judge above referred to appears in his remarks, which were as follows:—

“I will tell you what you ought to have done; and if you say you did not know, I must tell you that the law conclusively presumes that you did. You ought to have instructed your attorney to bring an action against the hawker for damages. That would have cost you about a hundred pounds. When you had recovered substantial damages against the hawker, you would have instructed your proctor to sue in the ecclesiastical courts for a divorce a mensa et thoro. That would have cost you two or three hundred pounds more. When you had obtained a divorce a mensa et thoro, you would have had to appear by counsel before the House of Lords for a divorce a vinculo matrimonii. The bill might have been opposed in all its stages in both Houses of Parliament; and, altogether, you would have had to spend about a thousand or twelve hundred pounds. You will probably tell me that you never had a thousand farthings of your own in the world; but, prisoner, that makes no difference. Sitting here as a British judge, it is my duty to tell you that *this is not a country in which there is one law for the rich and another for the poor.*”

OATHS BY TELEPHONE.

A recent case in the California Court of Appeals (*Fairbanks-Morse v. Getchell*, 110 Pac. 331), discusses telephoning an oath across a county line to a notary public out of the jurisdiction of the affiant, and holds that such an oath is void. The case assumes for the purpose of argument that an oath administered by means of a telephone would be valid if the affiant were in the same county as the notary when he makes it, as decided in a Texas case. We are not aware of any case in this country which decides the question as to whether an oath can be administered by telephone, but we should imagine that such a proceeding would be invalid. An affidavit cannot well be said to be “sworn before me,” etc., when the parties are miles apart, though they