The Legal News.

Vol. XIII. AUGUST 23, 1890. No. 34.

Chief Justice Coleridge, in an article entitled, "The Law in 1847 and the Law in 1889," which appeared in the *Contemporary Review* of June last, reflects with perhaps undue severity upon Baron Parke and his adherence to technicality. "The ruling power of the Courts in 1847 (he says) was Baron Parke, a man of great and wide legal learning, an admirable scholar, a kind-hearted and amiable man, and remarkable force of mind. These great qualities he devoted to heightening all the absurdities, and contracting to the very utmost the narrowness of the system of special pleading. The client was unthought of. Conceive a udge rejoicing, as I have myself heard Baron Parke rejoice, at nonsuiting a plaintiff in an undefended cause, saying, with a sort of triumphant air, that 'those who drew loose declarations brought scandal on the law'! The right was nothing, the mode of stating everything. When it was proposed to give power to amend the statement, 'Good Heavens'! exclaimed the Baron, 'think of the state of the record'!—*i. e.* the sacred parchment, which it was proposed to defile by erasures and alterations. He bent the whole powers of his great intellect to defeat the Act of Parliament which had allowed of equitable defences in a common law action. He laid down all but impossible conditions, and said with an air of intense satisfaction, in my hearing, 'I think we settled the new Act to-day, we shall hear no more of equitable defences'! And as Baron Parke piped, the Court of Exchequer followed, and dragged after it, with more or less reluctance, the other common law courts of Westminster Hall. Sir William Maule and Sir Cresswell Cresswell did their best to resist the current. Lord Campbell for some time struggled in vain against the idolatry of Baron Parke to which the whole of the common law at that time was devoted. 'I have aided in building up sixteen volumes of Meeson & Welsby,' said he proudly to Charles Austin, 'and that is a great thing for any man to say.' He repeated his boast to Sir William Erle. 'It's a lucky thing,' said Sir William to him, as he told me himself, 'that there was not a seventeenth volume, for if there had been, the common law itself would have disappeared altogether, amidst the jeers and hisses of mankind.'"

De Francesco v. *Barnum*, in the Chancery Division of the High Court of Justice, (Aug. 4, 5) was an action brought by a teacher of stage-dancing, to enforce apprenticeship indentures made in December, 1886, between himself, two infants named Ada and Helen Maude Parnell, and their mother, who was a widow, and to obtain damages against third persons for inducing the pupils to break their engagements with him. The indentures of apprenticeship contained provisions to the following effect:—The period of the apprenticeship was seven years, and the deeds contained covenants by the plaintiff to instruct the girls "in the higher branches of the choreographic art," and to pay to the apprentices for all or any "choreographic" engagements—in London and the suburbs—for the first three years 9*d.* per night, and 6*d.* for each *matinée*, and for the remainder of the term 1*s.* per night and 6*d.* for each *matinée*, the plaintiff having the right to engage the apprentices for performances abroad, but being under the obligation during such last-mentioned class of engagements to pay 5*s.* per week to the apprentice and provide her with board and lodging, and there were to be other payments of 6*d.* per performance when the apprentices were required for 'utility' business. The deeds contained a provision that the services of the apprentices should be entirely at the plaintiff's disposal, and that the apprentices should not, during the term of seven years, enter into professional engagements without the permission in writing of the plaintiff; and it was also provided that on failure of compliance with this and other provisions of the deeds the same might be determined by the plaintiff, and the parents be liable to pay to the plaintiff £50 as liquidated damages. Barnum's agent came and engaged