

## FLOTSAM AND JETRAM.

THE BENCH AND ITS CRITICS.—A question of some importance to prisoners was raised at the Edinburgh Police Court a few days ago—namely, whether they commit an offence against the law by criticising the sentence passed on them. A blind man named Callaghan was sentenced to pay a fine of 10s., with the option of three days' imprisonment, and to find £1 caution, or to suffer three days' additional confinement, for the offence of permitting a quantity of foul water to be thrown from his window, which fell on a passer by. The prisoner, as he was being removed from the bar, remarked, "Well, that is a very severe sentence, and it is all through spite." "Bring that man back to the bar," shouted the sheriff. The prisoner was accordingly replaced at the bar. "Do I understand you, sir," asked the sheriff, "to say that I inflict that sentence through spite?" The prisoner replied that he "never heard of such a sentence for such a trifling matter." "Very well," rejoined the sheriff, "you will be imprisoned for three days for contempt of court." The prisoner as for the second time he was being removed from the bar, remarked, "I will make them repent for it;" and sure enough the sheriff did show subsequent signs of repentance, for he afterwards instructed the clerk of the court to revoke the sentence passed for contempt of court, observing that he "now thought a prisoner was quite entitled to pass an opinion upon his sentence."—*Pall Mall Gazette*.

The rule that an attorney must first write before proceeding to action is a harsh one, inasmuch as he can, even in England, collect no fee for such labor. In *Holmar v. Stevens*, 33 L. T. Rep. 48, an attorney had written and made a charge therefor. A tender of the original debt was made, but the payment of this charge being refused, a writ was issued to collect both debt and charge. Upon a motion to set aside the writ, Willes, J., after referring to those facts, said: "It appears, then, that this writ was issued, not for the purpose of enforcing payment of the client's claim, but for the purpose of exacting payment of what the attorneys had no legal right to. The writ is the commencement of the action, and an attorney has no claim for any letter until a writ is issued. The attorneys having no legal right to charge for the letter, the issuing of the writ for the purpose of exacting payment for it, is merely an abuse of legal process." And Byles, J., added that "the attorney's letter does not prevent the tender of the principal without any costs." An American

attorney of our acquaintance did more wisely. When accounts were placed in his hands, he uniformly sent a letter requesting payment to the debtor, for which service he usually charged twelve and a half cents. This was, as a rule, paid without demur. One man, who was the recipient of such a letter, refused to pay the charge therefor, on the ground that it was not legal. At the same time he tendered the amount of the debt claimed in bank bills. The attorney refused to receive the bills, on the ground that the bank might be insolvent, whereupon the debtor started for the bank, in order to procure "legal tender." A summons was immediately issued and served upon the debtor before he had procured his "legal tender." He paid costs.—*Albany Law Journal*.

A commercial traveller journeying through Normandy halts at a village inn and orders an omelette to be made of six eggs for his breakfast. He is suddenly called away on business, and departs without either eating the omelette or paying for it. Twenty years elapsed before, journeying through Normandy again, he reappeared at this particular inn. The landlord is still alive. "I owe you something for an omelette," begins the *commis voyageur*. "Made with six eggs," adds the landlord; "you do, and with a vengeance!" "Well," pursues the commercial traveller, "here are sixteen francs; that will be pretty good interest on the prime cost of the omelette." "Sixteen francs!" repeats the *aubergiste*, disdainfully. "I want 1,600,000 francs, 12 sous, and 2 liards." "How so?" asked the debtor, aghast at the demand. "Just in this wise," answered mine host. "Those six eggs would have produced so many chickens; by selling those chickens I would have been enabled to buy two pigs; by selling so many pigs I should have been able to buy so many cows; thence so many carts, horses, farms, houses, and so forth. And I intend to sue you for 1,600,000 francs before the tribunal at Caen." The case is duly tried, and for a while matters look dismally for the commercial traveller, when the judge—he is a Norman judge, and a very wary one—intervenes. "I wish," he says, "to ask the plaintiff one question. Were the six eggs broken in order to make them into an omelette?" "They were," says the plaintiff. "Then," adds the judge, "there is an end of the case. The remunerative career of the eggs ceased as soon as they were put into the frying-pan." Verdict for the defendant.—*Exchange*.