but it is the fruit of a careful consideration of their provisions, and of the effect of the numerous cases decided on their analogous clauses in the English Acts. Mr. Harrison's work is in fact a full practice for the Upper Canadian Courts, including the County Courts of the Colony; and though for our own use we would prefer the form of a continuous exposition of the course of the Courts, after the manner of our own Chitty's Archbold; it is but justice to say that no pains have been spared to make the notes as practical as possible, and that the annotator appears thoroughly to understand his text, and to be remarkably well up in the law of the Mother Country."

This is certainly very flattering to Mr. Harrison, and fully bears out the prediction of the writer, when speaking of the work shortly after its commencement, and before the author had any connection with this journal.

Its first pages gave evidence of the industry and research about to be bestowed on the book, and all must admit that it fully sustained its character throughout. We expressed our fears about the same time, that Mr. Harrison's labors would be without adequate compensation, and in this also we came but too near the truth, yet, we hardly imagined then that this would be in part owing to the fact of his subscriptions remaining unpaid.

What would the editor of the Solicitors' Journal have thought of the liberality of the profession in Canada, as patrons of native talent, if after writing his review he had read the remarks with the same caption as this article in the last number of this journal, by which it appears that some subscribers actually refuse to pay $6 for a work that in England would be considered cheap at three times that sum!

Authors are not very plentiful in Canada, and it can hardly be wondered at when we consider, that a writer before he undertakes a work however useful or necessary it may prove, must first be able to afford to pay for his laurels.

MUNICIPAL GOVERNMENT.

The power of a Municipal Council to interfere with private rights of property without compensation to individuals injured, wherever it exists, is never encouraged. The case of *Shuter v. The City*, for which we are indebted to a Philadelphia contemporary, decided on this point, will be read with interest. The application to municipal corporations of the maxim, "*Sic utere tuo ut alienum non laedas*," under the circumstances stated, appears to have been just, and, so far as our knowledge extends, supported by adjudged cases. On this point we believe there is little difference between the laws of Canada and of the United States.

HISTORICAL SKETCH OF THE CONSTITUTION, LAWS AND LEGAL TRIBUNALS OF CANADA.

(*Continued from p. 235.*)

A Vassal or Seignior of a Fief may grant leases for ever of the whole or any part of his fief *en roture*. The law calls such grants *concessions, ou bail à cens et rentes foncieres non rachetable, annuel et perpétuel.*

These funded annual rents represent the soil or part of the seigniory so granted, and seem attached to it for ever The grantee is called by the lord of the fief his *censitaire*, his tenant. This annual rent and *cens* is in most seigniories one half penny of rent for every arpent or superficial French acre the concession contains, and half a bushel of wheat for every twenty acres, with a penny of yearly *cens* for the whole. Some Seigniors, to induce the settlement of their estates, have conceded their lands at a less annual rent. In the District of Quebec, *a capon*, instead of the half bushel of wheat, was usually paid; and at the first settling of the country many *rotures* were granted, paying annually but one or two sols or half pence of *cens* for an entire farm of ninety acres. It is this *cens* which creates a *roture* or *ignoble* tenure, and is as distinguishing a symbol of it as fealty and homage is of its contrary, a fief.

There is not any positive law to restrain the Seignior from obtaining as much yearly rent as he can from those who wish to settle on his estate. Yet the dict of 1711 gave the Intendant authority to concede for the King's benefit, and at the customary price or rate of the other *roture* farms of the seigniory, such uncultivated woodland farms as the Seignior without just cause refused to accede. This arbitrary power was never carried into effect by positive example. The same edict forbids the Seignior to sell his woodlands for money, or in any other way than annual rents or *cens et redevances annuelles*. Another edict of the same year, 1711, requires that every person who takes a *roture* grant from a Seignior shall settle and build a dwelling house on it, in twelve months from the date of his grant, otherwise the Seignior may re-unite it to his domain. Of this there are many examples under judgments of the Intendant's Court; there are also examples of seigniories being reunited to the King's domain for a similar cause, neglect of settlement.

Corvees or days' labour of the tenant to his lord are not of right or understood as annexed to lands; yet they may be specially covenanted for, as may be any other personal obligation that can be valued in money. Without such agreement the rule of law, under the custom of Paris, *point de servitude sans titre*, would relieve any *censitaire* from whom his lord should exact such servitude. This principle of law holds equally good against the Crown. It was the plenitude of the power of the French Crown, which at will