The Legal News.

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APPEALS TO THE PRIVY COUNCIL.

The question as to when an appeal lies to the Privy Council has given rise to innumerable discussions upon motions presented to the Court of Queen's Bench during the last twenty years. These motions are usually made in the last moments of the term, after the rendering of judgments, and it would not be surprising, therefore, to find some discrepancy in the decisions. The rule as to amount laid down in the Consolidated Statutes L.C. c. 77, s. 52, is now incorporated in the Code of Procedure, Art. 1178, §3, as follows: — "In all other cases "wherein the matter in dispute exceeds the "sum or value of five hundred pounds sterling." The amount in dispute has been held, on several occasions, to mean the amount in dispute at the institution of the action, that is to say, the amount demanded by the conclusions (see *Joyce* v. *Hart*, 1 S.C. Rep. 321) and the text of C.S.L.C. cap. 77, s. 25, is express to that effect. But in the case of *Voyer & Richer*, after the Canadian Court of Queen's Bench had refused leave to appeal, on the ground that the amount demanded did not exceed £500 sterling, the Privy Council granted leave to appeal, and made up the £500 by adding interest and costs to the principal amount demanded by the action. That decision the Court of Queen's Bench has not thought proper to follow in the case of *Stanton & The Home Ins. Co.*, noted in the present issue. The jurisprudence established by the Statute, and by a long series of decisions, binds our Courts, but does not bind the Privy Council. That tribunal may, in fact, upon special application, grant leave to appeal in any case whatever. But in rendering judgment in *Stanton & The Home Ins. Co.*, our Court of Appeal seemed to intimate that if the Privy Council, on a future occasion, with our Statute before them, should express the opinion that the accrued interest and costs, should be taken into account, then the Court here would acquiesce in that ruling and thus save parties in future the expense of a special application. Whichever rule be adopted, it may be expected to work with apparent harshness in exceptional cases. If interest be added, then, logically, taxed costs should also be considered, and the Court would often have to enter into a minute calculation before it could decide whether the appeal should be allowed. On the other hand, by applying the same test consistently, the appeal might sometimes have to be refused (contrary to sect. 25) where the amount demanded exceeded £500 sterling. For the plaintiff might have asked £10,000, and yet have acquiesced in a judgment for £100, and if the defendant appealed to the Queen's Bench and the judgment was confirmed, the amount in dispute would then be only the £100, with interest and costs. Upon the whole, the rule laid down has the merit of being easily applied, and it avoids the necessity of straining the language of the Statute so as to make the amount demanded mean the total amount actually at stake, including all interest and costs, at the time the application is made.

THE LEGAL VACATION.

It seems that in the block of business before the English Courts, the Long Vacation is threatened, and forthwith the *Law Times* declares that the abolition of the Long Vacation aforesaid will be the greatest blow yet inflicted upon the efficiency of the Bench and the Bar. Every one will join in the lament that the Long Vacation should be abolished, but we presume that if the event takes place at all, it will be on due consideration of the advantages and disadvantages of that course. It by no means follows, if the Long Vacation is abolished, that Judges are to have no holidays, nor the clerks in attendance, nor the lawyers engaged. They will simply have to arrange, like those engaged in mercantile houses and other avocations, for obtaining relief for a specified term, whilst the legal machine grinds on.

A USEFUL RULE.

The Supreme Court of California has adopted the following rule: "A syllabus of the points "decided shall be stated in writing by the jus- "tice delivering a written opinion in any case, "and a general concurrence by other justices "shall be deemed to be a concurrence only in "the points stated in the syllabus."