

We have to acknowledge receipt of a copy of "Roman Law in English Jurisprudence" (Toronto, Wm. Briggs), being a thesis written by Mr. J. J. Maclaren, Q.C., for the degree of D.C.L. in course at McGill. The object of the paper, as the title indicates, is to trace the influence of the Roman law in England, and to show that it has contributed to English jurisprudence some elements usually credited to other sources. Mr. Maclaren cites Mr. Finlason's introduction to Reeves' History, Coke, Sir James Mackintosh, and other authorities, and adduces numerous interesting facts, showing considerable research, in support of his propositions, which, in his own words, are summed up as follows:—1. That a large portion of the English common law, generally supposed to be indigenous, is of Roman origin, having either survived from the Roman occupation, or having been subsequently introduced through the influence of the Church, or under the early Norman kings. 2. That further additions were made to these Roman law elements in consequence of the revival of the study of civil law under Vacarius and his successors, and the incorporation by Bracton into his work of a considerable part of the *Corpus Juris*, either previously embodied in the common law or inserted by him as not being inconsistent with its provisions. 3. That many of the principles of the civil law were adopted through the medium of the Court of Chancery, the ecclesiastical courts, and the Court of Admiralty, where the civil law rules were either adopted or generally recognized as authorities. 4. That even in the common law courts the extension of the law to meet the requirements of advancing civilization, and particularly the development of modern mercantile law, were largely on civil law lines, through the adoption of the *lex mercatoria*, and the favor with which eminent judges, such as Lord Holt and Lord Mansfield, regarded the Roman law. 5. That recent legislation, as, for instance, the extension of the rules of equity by the Judicature Act, has infused the equitable principles of the civil law into the law of England.

As we copied a criticism (p. 80) upon Lord

Justice Bowen's translation of Virgil, we are glad to find that the criticism was based upon a misprint or oversight, and that the translation of the learned lord justice is as accurate as it is beautiful. The translator did not write "slumbering eye," but "un-slumbering eye," for "*vigiles oculi*."

SUPREME COURT OF CANADA.

OTTAWA, March 15, 1888.

SEYMOUR V. LYNCH.

Written instrument—Construction of—Lease or License—Authority to work mine.

In an indenture describing the parties as lessor and lessees respectively, the granting part was as follows: "Doth give, grant, devise and lease unto the said (lessees) the exclusive right, liberty and privilege of entering at all times for and during the term of ten years from 1st January, 1879, in and upon (describing the land) and with agents, laborers and teams, to search for, dig, excavate, mine and carry away the iron ores in, upon, or under said premises, and of making all necessary roads, &c.; also, the right, liberty and privilege to erect on the said premises the buildings, machinery and dwelling-houses required in the business of mining and shipping the said iron ores, and to deposit on said premises all refuse material taken out in mining said ores." There was a covenant by the grantees not to do unnecessary damage, and a provision for taking away the erections made, and for the use of timber on the premises, and such use of the surface as might be needed.

The grantees agreed to pay twenty-five cents for every ton of ore mined, in quarterly payments, on certain fixed days, and it was provided how the quantity should be ascertained. It was also agreed that the royalty should not be less than a certain sum in any year. The grantees also agreed to pay all taxes, and not to allow intoxicating drinks to be manufactured on the premises, or carry on any business that might be deemed a nuisance. There were provisions for terminating the lease before the expiration of the term, and a covenant by the lessor for quiet enjoyment.