

Notes on Exchanges and Legal Scrap Book.

OUR JUDGES.—Is it possible that that swearing parson from North Carolina has succeeded to the editorial charge of the *American Law Review*? In the current number of the *Review* is an account of a British judge, who said to counsel who was cross-examining a witness as to his religious belief, and had asked him if he believed in God, "Who does?" and intimated pretty clearly that he did not. This incident, says the *Review*, has caused some pious person "spasms in the bowels." This seems a rather coarse way of putting it, but perhaps the *Review* writer had Judas in his mind. We do not wonder that people were shocked by the incident. It seems shocking to us that a judge should not believe in God, and still more that he should parade it. In our opinion, no man is fit to be a judge who does not believe in God. How can a man so destitute of reason as to deny the existence of God be qualified to pronounce the law, which has been said to be "the perfection of reason"? We do not insist that a judge should believe in a devil or a devilish God, but if we had a suit in court we should much prefer to have it tried by a judge who believes in a beneficent God, and in some reasonable way holds himself accountable to Him. Probably there are very few atheists who would not prefer to be tried by a judge who acknowledges a supreme ruler. Even the worst criminals would prefer to be tried by a magistrate who bows to a higher power than man. What a farce it would be to allow a judge who does not believe in God to shut a man up in prison for years for perjury! The faculty of judging is a truly divine attribute, and when a human being exercises it he comes nearest to the functions of the Judge of all the earth.

—*Albany Law Journal*.

A NEW LAW FOR BOOK BUYERS.—The amazing amount of litigation of late years, caused by the advent of the individual commonly known as the "book-fiend," has become such a remarkable feature of Australian social life that in New South Wales a Bill has been introduced into the Legislative Council to restrict, or rather to define, the nature and form of the contract for the purchase of books in parts that are to be delivered. At present, of course, buying a book or illustrated series of works of whatever description is subject only to the ordinary laws of contract and evidence. The result has been in effect calamitous in many cases to alleged buyers, because there is not the slightest doubt in the minds of most practising lawyers that a vast amount of perjury and forgery has been committed in reference to these matters during the last few years, to say nothing of the expense incurred by unfortunate litigants. It is the weight of such considerations as these that has stirred legislation in New South Wales to seek for a remedy and preventive; and the problem is how, without unnecessarily limiting the ordinary freedom of contract, safeguards may be raised for the purchaser against the wiles or the fraud of the canvasser and his satellites. Dr. Creed, who has introduced the Bill in New South Wales, proposes to do this by having a peculiar form of contract, with certain portions of it to be written in red ink and