

fering to each respective Court. Infinite confusion and disorder would follow if Courts could examine and determine the contempt of others." I shall also refer to Hurd on Habeas Corpus at page 412, where he lays it down that the right of punishing for contempt is inherent in all Courts of Justice and essential to their protection and existence. A commitment under such conviction is a commitment in execution, and the judgment of conviction is not subject to review in any other Court unless specially authorized by statute." And in *Morrison v. McDonald*, 8 Shep. 550, it was held "that there can be no revision, either by appeal or certiorari, of the judgment of a Court of record for imposing a punishment for a contempt of the Court."

It has been urged that this Court as now formed on the criminal side, having been constituted a Court of Error for criminal matters, has jurisdiction in this case, and is bound to sustain the writ of error here issued. It is quite true that this Court on the criminal side has jurisdiction over all crimes and criminal matters to the extent contemplated by the criminal laws of England introduced and established here by the Imperial Act of 1774, and as since amended by our Provincial legislation. It has also more recently been constituted by statute a Court of Error in all criminal cases before the said Court, on the Crown side thereof, or before any Court of Oyer and Terminer, or Court of Quarter Sessions, and still more recently, it has been authorized to consider and decide reserved questions of law arising in criminal trials, in which any person has been convicted at any criminal term of the said above mentioned Courts, but apart from these later statutory powers, this Court of Queen's Bench has no appellate criminal jurisdiction. By law the Court of Queen's Bench in term, in the exercise of its original criminal jurisdiction, is an independent Court, not subject to the control of this Court sitting in error, except in such cases as are specially within its cognizance by statute or in the exercise of its admitted powers, and hence this Court cannot under the common law of England, from which it derives its chief criminal powers, be made to affirm the legal existence of writs of error in convictions for contempts,

simply because no authorities can be found to say that in cases of contempt there is no writ of error. This negative argument is of no force. The legal existence of such a writ requires to be derived from affirmative authorities: but of these there are none, and this Court cannot without such authority of itself initiate such a proceeding.

Archbold, however, tells us, that no writ of error lies upon a summary conviction, and that it only lies on judgments in Courts of Record acting according to the course of the common law. Now, Blackstone lays it down that the proceeding in contempt is in all cases summary before the judge without the intervention of a jury; and it was held long ago in England, and that ruling has since existed in its integrity, "that it was against the nature of a writ of error to lie on any judgment, but in causes where issue might be joined and tried, or where judgment might be had upon demurrer." This was the case of the King v. Dean and Chapter of Trinity Chapel, Dublin, 8 Mod. 27, and upon writ of error brought into the House of Lords, all the judges of England being of opinion that the decision was correct, the judgment of the King's Bench was affirmed, 2 Bro. p. c. 554. And Kent upon this doctrine says, "the principle is of immemorial standing: it has stood the test of two centuries as an incontrovertible principle without a precedent or doctrine to oppose it. To overthrow it would be to tear up the common law by the roots." It is therefore fair reason as well as law to hold against the writ of error lying in this case.*

Warranty on sale of horse.—On the sale of a horse the seller signed the following warranty:—"June 5, 1865. Mr. C. bought of Mr. G. G. a bay horse for £90, warranted sound.—G. G. Warranted sound for one month. G. G."—*Held*, that the latter words limited the duration of the warranty, and meant that the warranty was to continue in force for one month only; and that complaint of unsoundness must therefore be made by the purchaser within one month of the sale, *Chapman v. Gwyther*, Law Rep. 1 Q. B. 463.

* To be concluded in the next number.