

Mr. W. W. Robertson, Master of the Merchant Company, for the purpose of considering the subject of the codification of mercantile law. Lord Watson wrote as follows: "There are some branches of the law (equitable jurisdiction) which it would be almost impossible, and others which, in my opinion, it would not be useful, to codify. Mercantile law is an exception, and I trust and expect that in due time its codification will be accomplished. The question is how. My judicial experience leads me to believe that, whilst good codification is most advantageous, bad or hurried codification is worse than none. I have met with examples of both. I have no faith in the results of an executive commission. Our Bills of Exchange and Sale of Goods Acts, which have so far stood the test of experience, were first prepared by one good lawyer, revised by other lawyers competent, and then underwent the scrutiny of a committee of each House before becoming law. There are some branches—such as maritime insurance—which cannot be usefully codified without submitting the bill before it is brought into Parliament to the revision and observations of mercantile and legal bodies throughout the country. That appears to me to be the most practicable mode of procedure, and far preferable to a commission, however representative. I entirely approve of the suggestion to move the powers that be to more lively action, but with this caution—that in such matters haste is undesirable."—Resolutions were passed affirming that the completion of a mercantile code would at the present time be a most suitable instalment of codification, and that, under proper safeguards, the assimilation of the law of England and Scotland effected in the codifying statutes already passed should be continued in completing a mercantile code. The whole subject was remitted to a committee to arrange for a deputation to the Secretary for Scotland and Lord Advocate.

IMPLIED CONTRACTS.—Some years ago Miss R. brought Mr. E. before the Court for breach of promise. She admitted that the gentleman had never promised marriage by his hand or tongue, but he had kissed her in company. Judge Neilson told the jury that no interchange of words was necessary, "the gleam of the eye and the conjunction of the lips being overtures when frequent and protracted," and thus directed they made the defendant pay fifteen thousand dollars for heedlessly indulging in eye-gleams and lip-conjunctions.—*Green Bag.*