

THE EVILS OF CASE-LAW—NOTES OF CANADIAN CASES.

should be applied vigorously in the office training of law students, law clerks, junior partners and associate counsel of small experience. To this extent the remedy is in our own hands.

As regards the unscrupulous and tricky practitioner, and he who works only for fees, the remedy is less easy of application; but it lies obviously in the direction of rooting out such characters, so far as it can be done, who are already members of the bar; cultivating a high standard of professional morals, such as may lead them to mend their ways, and still further to exercise the utmost care and diligence that none such, or as few as possible, be permitted or allowed to enter the profession. And this remedy, to be efficacious, requires the conjoint action or co-operation of the judges, the examining committees, and of every reputable member of the profession.

But the origin of the evil of case-law practice does not end here. Every practitioner demands—and the judges, for reasons which it is not now necessary to discuss, have yielded to the demand—that a written opinion shall, if possible, be prepared and filed in each and every case adjudicated. The consequence is that we are flooded with law reports, the mass of which is, or is likely soon to be, perfectly appalling. In this country alone, and saying nothing of foreign countries, which are continually contributing to the already overflowing stream, we have about two hundred and fifty courts and tribunals, the opinions of whose judges are regularly reported. The amount of legal literature thus thrown onto the market, and tumbled into our law libraries, is simply frightful, not only in its amount, and also in the quality of it, but for the reason that it fearfully aggravates and promotes the evil tendency to look to and rely on adjudicated cases rather than on sound principles.

(To be continued.)

NOTES OF CANADIAN CASES.

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CHANCERY DIVISION.

Ferguson, J.]

[August 31.

BOULTON V. BLAKE.

Lease—Covenant to pay rent and taxes—Conveyance away of part of the leased premises—Assignment by lessee—Action for a part of the rent and taxes—Apportionment—Eviction—Local improvement—Taxes—Additions to taxes in arrears.

J. B. leased certain lots A, B, C, D, F and G, with other lands, to the defendant. E. R. C. also at the same time leased lot G and other lands to defendant. E. R. C. then conveyed his reversion in lot G to J. B., and J. B. conveyed away the other lands mentioned in his lease to S. A. H. Defendant assigned all his interest in both leases to J. S. McM., and J. S. McM. assigned all his interest in lots A, B, C, D, E, F and G to J. C. Both J. S. McM. and J. C. paid rent to J. B., and after his death to his executrix, the plaintiff. The rent of lots A, B, C, D, E, F and G fell in arrears, and the taxes also were left unpaid. Plaintiff then recovered judgment in an action of ejectment against J. C., and took possession of the lots.

In an action to recover the unpaid rent and taxes accrued on these lots before the recovery in ejectment, in which it was contended that as the action was brought against the original lessee, who had assigned the lease and was one on the covenant resting in privity of contract and not in privity of estate, there could not be an apportionment of the rent to these lots, it was

Held, following *The Mayor, etc., of Swansea v. Thomas*, L. R. 10 Q. B. D. 48, that the rent was apportionable, and the plaintiff was entitled to recover.

Held, also, that there was no eviction of the defendant by the lessor.

Held, also, on the evidence, that although defendant might be a surety for the assignee, there was no release of the assignee, and consequently no discharge of the surety.