the refusal to pay. If the right of action does not arise from that moment, when does it arise? I must confess that if there is no such right of action I cannot see either the use of a demand or the meaning of a refusal. If a man, at a lawful time, when his debt is due (and there can be no doubt as to the time it was due, under the words of the articles and the statute cited) is asked to pay, and he says no, what possible use can there be in waiting another day or another hour before taking steps to make him pay? Besides, in the present case there are other circumstances showing not only that the defendant had not the funds ready at the place of payment, but that he had made up his mind not to pay this note (see the evidence of Mr. Taylor and Mr. Chipman). Of course I am not bound to go into this part of the case at all, holding, as I have done, that the insolvency made the debt due. If I had any doubt of the right of action existing after the protest, and in the absence of funds at the place of payment, I should still hold that the defendant's known and proved intention not to pay the note was a very strong circumstance to give a right of action after the expiration of banking hours. However, I have given my views more from courtesy than necessity, as the first ground of the judgment is sufficient.

As to the precise amount due, I have examined the statements and pretensions of both parties, and I adopt the statement of the plaintiff which, after deduction of sums to be credited, would leave the exact amount due to the plaintiffs $8,040.83, with interest on the total amount of the note up to the time of paying the 50 cents on the dollar, which are credited, and after that, on the balance, with costs.

Abbott, Tait & Abbotts for the plaintiff.

Geoffrion, Rinfret & Dorion for the defendant.

RECENT ENGLISH DECISIONS.

Larceny—Of Water in Pipes.—Water supplied by a water company to a consumer, and standing in his pipes, may be the subject of a larceny at common law. Q. B. D. April 24, 1883, *Firms* v. *O'Brien*, L. R., 11 Q. B. D. 21.

Bigamy—What constitutes.—The prisoner was convicted of bigamy. It was proved that he had married W. in 1865, and had lived with her after the marriage, but for how long was not known; that in 1882, W. being still alive, he had gone through the form of marriage with another woman, but there was no evidence as to the prisoner and W. having ever separated, or as to when, if separated, they last saw each other. *Held* by the court (Lord Coleridge, C.J., Pollock, B., Manisty, Lopes, and Stephen, JJ.), that the prisoner was rightly convicted. C. C. R., June 2, 1883. *Queen* v. *Jones.* (Opinion by Lord Coleridge, C.J.) L. R., 11 Q. B. D. 118.

THE ADMINISTRATION OF JUSTICE.

The following letter, which appeared in the Montreal *Gazette*, deals with a kind of misrepresentation of judicial proceedings which abounds in the daily press:—

SIR,—The *Daily Witness* about three days ago contained an article resembling others that have appeared in it, in which it abuses the Administration of Justice in Quebec Province, and complains of the slowness of the Judges, the intricacies of the practice, &c. I can speak from experience, and I say that in no country is justice in the Civil Courts administered with greater celerity than in Quebec Province. In no country is there a Court of Appeal that can equal our Court of Review for simplicity of procedure, small costs and speediness of judgments after arguments. As a general rule the appeals heard in the last week of one month are disposed of at the end of the next. In Ontario an appeal, say from a Vice-Chancellor, heard before three judges in January, may remain undecided until the middle of November or December, and this in a case not embarrassed by parol evidence whatever. I am one victim of this administration so applauded by the *Witness*. I may add that the cost of procuring the judgment of the Vice-Chancellor in that case amounted to eight hundred dollars in all; though no witnesses were examined, adding to the costs. There were one plaintiff, represented by his lawyer, and several defendants, represented by two lawyers. Such a case as that would have been as fully debated and as solemnly judged, in our Superior Court, for less than three hundred dollars *in toto;* and the judgment in appeal would have been rendered in February; whereas in the case I speak of, argued in January last, no judgment has yet been rendered. Yours, M.

17 November, 1883.