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THE STAMP ACTS.

The decision in *Falardeau* v. *Smith*, reported in the present issue, is of importance, inasmuch as it decides by judicial authority one of the doubtful points which, strange to say, occur in so apparently simple an operation as properly stamping a promissory note. In this case the stamps were placed on the note at the time it was made, but were not cancelled by the maker. The plaintiff, the payee, moved, in the course of the suit, to be permitted to validate the note by affixing double stamps, and permission was granted. The case of *Delbar* v. *Landa*, 22 L. C. J. 46, in which Judge Torrance held that it is not essential that the maker should cancel the stamps, was cited and approved. It may be remarked that the latter decision was also followed in *Gnaedinger* v. *McLean* (S. C. Montreal, 31st Oct., 1878), in which Judge Jetté held that the note was validly stamped where the stamps were properly effaced by the payee's clerk on the day the note was made. The tenor of all the late decisions on this subject is that where there has been no intention to defraud the revenue, the note will either be held valid, or may be validated by double stamping.

The learned Judge referred to the number and complication of the Acts relating to the stamping of promissory notes. It is much to be regretted that such complication should exist, for if the law is so involved and obscure as to puzzle lawyers, how are the public generally to feel confident that they have discovered its true interpretation? A bill has been passed, during the late session at Ottawa, to consolidate the Stamp Acts, and it is to be hoped that this measure will simplify the law on this subject.

THE INSOLVENT ACT.

By the narrow majority of four in the Senate, the country has been subjected to the evils of the Insolvent Act for another year, although the Commons by a vote of nearly two to one had pronounced for its repeal. This decision of the Senate has been viewed with anything but satisfaction by the majority of the people. If the vote in favor of repeal in the Commons had been a narrow one, or if the vote had been surrounded by any circumstances which could have raised a suspicion that it was not the deliberate opinion of the House, the action of the Senate might have had something to rest upon. But the facts are precisely the other way. Nor can the Senate claim to be exercising a conservative influence in preserving the Act, for the Act itself was an innovation and an experiment, and being proved a gigantic evil, it might have been supposed that the Senate would have been the first to revert to the old order of things. However, repeal, or an Act of limited scope for the equitable distribution of insolvent estates, is now only a question of time.

ACCOMMODATION ENDORSERS.

The question which arose in *Craig* v. *Quintal* (p. 163) is important, and as the learned Judge observed, was probably presented for the first time in our Courts. Quintal, the defendant, had endorsed paper for the accommodation of a firm which had become insolvent and assigned to the plaintiff. None of the notes were paid before maturity. The assignee sued the accommodation endorser, who was not a creditor of the insolvents, and the question was whether he was liable. The Court held that Quintal, being an endorser for accommodation merely, and not having benefitted in any way by the endorsement, no action could be maintained against him by the assignee to the insolvents.

THE SUPREME COURT.

A bill was introduced during the session which has just closed for the repeal of the Acts respecting the Supreme Court, and although the measure, as a matter of course, was rejected, yet the discussion to which it gave rise revealed very distinctly that the Court has few admirers, and that however necessary such a tribunal may be under our new federation, the early history of the Court created to fill the want has not inspired much satisfaction. This is saying nothing new to lawyers in this Province, for it has long been evident that some of them, as well as their clients, are unwilling to take any