

than of the truth of the thing, to the manifold vexation and no little damage of the inhabitants of the said city and counties, and also to the perpetual (diminution) of all the Court Barons in the said counties, unless convenient remedy be provided in this behalf."

It is shocking to think that the increase of attorneys in any locality should increase strife and litigation! There must be some mistake in the facts. The noble Lords and sturdy squires evidently did not appreciate the disinterested solicitude which the numerous attorneys took in their matters.

In the third year of James I, there was this preamble to an act "to reform the multitude and misdemeanors of attorneys and solicitors at law":

"In that through the abuse of sundry attorneys and solicitors by charging their clients with excessive fees and other unnecessary demands, such as were not, ne ought by them to have been employed or demanded, whereby the subjects grew to be over much burthened, and the practice of the just and honest serjeant and counsellor at law greatly slandered; and for that to work the private gain of such attorneys and solicitors, the client is oftentimes extraordinarily delayed."

This preamble serves as a landmark to show how much the attorneys of this day have improved upon their English ancestors.

In the thirty-first year of Elizabeth, there was the following preamble to "an act to avoid horse stealing":

"Whereas, Through most counties of this realm horse stealing is grown so common as neither in pastures or closes, nor hardly in stables, the same are to be in safety from stealing, which ensueth by the ready buying of the same by horse courrers and others in some open fairs or markets far distant from the owner, and with such speed as the owner cannot by pursuit possibly help the same; and sundry good ordinances have heretofore been made touching the manner of selling and tolling of horses, mares, geldings, and colts, in fairs and markets, which have not wrought so good effect for the representing or avoiding of horse stealing as not expected."

There are various English statutes against stealing "horses, mares, geldings, and colts." Is not a mare or a gelding a horse? And it

might be a curious inquiry to ascertain when a colt becomes a horse.

In the reign of Edward VI (2 and 3 Edw. VI, c. 19), an act was passed to enforce the observance of Lent. The eating of flesh on Fridays and Saturdays in Lent, on the Ember days, and on all days appointed as fasts, was forbidden. The act was passed in an era of intense religious interest, and yet it was not based upon religious grounds. Nothing is said in the preamble about subduing the appetites, mortifying the flesh or starving the old Adam out of our corrupt natures. But, strange to say, it was put solely on the ground "that such abstinence was good for health, and needful to encourage the fishermen!"—*Albany Law Journal*.

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, January 31, 1879.

MACKAY, TORRANCE, JETTÉ, JJ.

[From S. C. Montreal.

DAVID et al. v. DUDEVOIR.

Agreement to "maintain" fences.

MACKAY, J. The defendant was sued for pasture for two cows, which he was in default to furnish under the agreement. The amount was proved. Then there was a question of fences. He had undertaken to maintain and keep up (*maintenir*) the fences; but it turned out that the fences were totally wanting in some places. The Court was of opinion that the defendant could not be held chargeable for the cost of making new fences, and the judgment would, therefore, have to be reformed to the extent of making a deduction of \$13.75 from the \$106.75 allowed below.

Judgment:—"Considering the judgment of the Court below well founded, save only that plaintiffs overcharge the defendant for and on account of the item for fences; that as regards this item the lease obligation of defendant is to be interpreted in his favor, and that he was not by it bound to pay for new fences, yet has been condemned to pay in a degree for such; that upon what is proved, defendant must be charged only \$7 on fencing; so that plaintiff's demand is to stand reduced by \$13.75," &c.

Corbeil & Co. for plaintiffs.

O. Augé for defendant.