determined on its individual merits, but the only reply I got was, "can't help it, why don't people pay their debts, I want to be at the Grand Trunk station at 11.45 and won't hear it." If this were the first time perhaps it might and would be overlooked, but really Court after Court in that County the same thing occurs, sittings protracted, ten o'clock one morning turns out to be two in the afternoon three days later, causes are refused trial on their merits, and sweeping orders are made on Judgment summonses. I would be one of the very first to uphold so far as I could the County Judge of Middlesex in anything reasonable, but as a member of the legal profession of Upper Canada, I distinctly deny his right to assume any such arbitrary powers, and set alike the interests of suitors and the rights of their solicitors at defiance.

I remain Gentlemen, your obedient servant,

W. D. MACKINTOSH.

[The *Law Journal* was never intended as a medium of appeal for disappointed suitors or others, against the decisions of Judges, as it is neither the province nor the wish of the editors to examine cases of the sort. But when a professional man over his own signature makes a statement such as the above, we would be wanting in what is due to the profession, if we refused to open our columns to the writer.

Of the facts, of course we know nothing personally, they rest on the authority of Mr. Mackintosh.

The complaint of want of punctuality, &c., we regard as quite secondary. Few know the many engagements of a County Judge, and with multitudinous duties thrown upon him, it is not to be wondered if occasional delays do occur in the business of his Courts, and probably enough such may be the case with the Judge of Middlesex.

The other ground referred to by the writer,—making a general order without reference to the means and ability of the judgment debtor to pay, we confess our utter inability to understand or to reconcile with the true principles of the administration of justice. This is all we feel ourselves at liberty to say just now.

We may add, however, that Mr. Mackintosh seems to be in error as to an endorsement being necessary by the Judge. The non-endorsement of the order is neither a defect nor an irregularity. The duty of the Clerk is to note the *viva voce* decisions and orders of the Judge. And although the practice in some Counties is for the Judge to make a short note of the decision on the back of the summons for the guidance of the Clerk, in other Counties it is otherwise, and in no case is the Judge required to do so.—EDS. L. J.]

To the Editors of the LAW JOURNAL.

THOROLD, *Dec.*, 1858.

GENTLEMEN,—Could I so far trespass upon your kindness, as to give me your opinion on the following case, in the next issue of your Journal? I would not trouble you, but it is a matter that affects myself to a pretty considerable extent, having acted in the case on behalf of the defendant. The facts are these:—

Elias Fitch was the owner of, and in the occupation of, a tavern stand in this place. In January, 1858, he sold the premises to a Frederick T. Hutt, under a properly executed conveyance. In February, 1858, Hutt leased the premises in question to a David Fitch, for three years, but David Fitch never took possession. Elias Fitch purchased the interest of David Fitch in the lease; then Elias Fitch sold his interest in the lease to one Reuben Morrison, who took possession—(but previous to and at the time of the sale of the premises from Elias Fitch to Hutt, in January, 1858, there was a beer pump in the house, screwed to the bar, and the bar was nailed down to the floor.) Morrison finding that if he kept the tavern until the expiration of his lease, it would be a losing operation, agreed with Hutt, that if he (Hutt) would make an abatement in the rent then due, that he (Morrison) would give up the premises, and relinquish all right and title under the lease. Hutt did make an abatement in the rent, and Morrison gave up possession to Hutt. Morrison, after being out of possession for some time, came to Hutt and demanded the beer pump from Hutt, claiming it under a sale of the bar-room furniture, at the time of sale of the lease from Elias Fitch to Morrison. Hutt refused to give it up. Morrison brought an action in the Division Court to recover the value of the pump.

At the trial I contended, on behalf of Hutt, that the pump passed, with sale of the premises, from Elias Fitch to Hutt, in January, 1858; and secondly, that at all events, Morrison being tenant to Hutt, that under and by virtue of the agreement between Hutt and Morrison, and after relinquishing possession, that he was not entitled to it, or that he should have removed it at the time he went out of possession. The Judge gave a verdict for the Plaintiff for the amount claimed, on the ground that there was an absolute sale of the pump from Elias Fitch to Morrison.

Not being satisfied with the judgment, I moved for and obtained a new trial. Upon the second trial the Judge stuck to his first decision.

Now, Messrs. Editors, I have given you a true statement of the facts, and would like to have your opinion on the case.

Yours,

C. P. MCGIVERN.

[Did the facts above mentioned disclose a case of general interest, we should only be too happy to oblige our correspondent by doing as he requests; but because the question put is one of interest only to the writer and to his client, we must do as we have always done in such cases—decline to give the opinion sought. His letter is published in full, that others may see the nature of cases in which we decline to give opinions to correspondents.—EDS. L. J.]

To the Editors of the LAW JOURNAL.

December, 1858.

GENTLEMEN,—I would trouble you for your opinion respecting Chattel Mortgages, as some parties, and even officials, say that a chattel mortgage is good for nothing since the 1st day of September last, or since that the Abolition