In re. Barclay and The Municipal Council of Darlington. 11 U. C. B. R. Rep. 470.

TO CORRESPONDENTS.

D. J. H.—We do not agree with you; what is said in the article referred to is quite consistent with *Ferris v. Fox*. The privilege given extends only to the particular causes of action specified in the clause of the Statute. The decision you refer to as "given about a year ago," we think liable to objection, if the plaintiff sued in the ordinary way.—Thanks for the matter furnished.

A. C.—We are obliged by your communication. Send us anything you think will suit; it will be available at some period. In the matter referred to by you, the "meaning" was made out, and as the errors could lead no one astray who understood the subject, they will not need further remark. We feel obliged for your wishes; and gratified at the favorable opinion expressed of the *Law Journal* by one who is certainly no mean judge of the subject.

THE LAW JOURNAL.

SEPTEMBER, 1855.

TO OUR READERS.

VOLUME II.

Our apologies are due to you for the late appearance of the present number; and we plead guilty to other defaults. Only those who have been connected with the Press can rightly estimate the difficulties surrounding a new work, and particularly a Law Publication. These difficulties and matters personal (which need not be referred to) have caused delays in our issues, but you may be assured of punctuality for the future.

We have heard fears expressed that the *Law Journal* will not be continued: we assure you it will; and that neither trouble nor expense will be spared to enhance its value and raise its character. Its success has been most encouraging; and from all sides we have received testimonials of its usefulness—many from the highest quarters. We hope to complete all the numbers of the present volume by January, and the *Law Journal* will be able to commence the new year with at least 800 subscribers; and these, not from one class or in one locality, but from many directly benefitted by the publication, and from every county in Upper Canada. Though the returns, after deducting the necessary heavy outlay, are small, yet they are sufficient to justify the belief that the *Journal* will be sustained as a permanent publication. The next year, however, will be the test: and we must look to those who value the publication and desire its continuance, for support, not only by their individual subscriptions, but by their influence to assist in increasing the circulation.

The ensuing volume of the *Law Journal* will be enhanced in value by arrangements which are now in progress, comprehending an accession of able writers, not only in U. C., but from England. We need not now further dwell upon the matter: but promise that every effort will be made to give satisfaction to our supporters.

COMMITMENT UPON JUDGMENT SUMMONS.

(D. C. Act. of 1850, secs. 91 & 92.)

Review of English Decisions.

The 91st and 92nd sections of our D. C. Act are copied from the 98th and 99th sections of the English County Courts Act, 9 & 10 Vic. ch. 95, and a review of the leading cases on the subject of commitment, under the English Act, as they are authority with us, may be acceptable. In *Hayes v. Keene*, 19 L. T. 90, C. B., a debtor, having a judgment against him in the County Court, and an order to pay the amount by instalments, made default, whereupon a judgment summons was issued, and on the debtor's non-appearance thereto, a warrant of commitment was issued on the 131st Rule of Practice, which directs that "such warrant shall bear date on the day on which the order of commitment was made, and shall continue in force for three calendar months and no longer." The warrant authorised the arrest of the debtor and his commitment to prison "for the term of ten days from the date of the arrest."

The warrant bore date on 19th *September*, 1851, and the debtor was arrested on the 16th *December* following, and was delivered into the custody of the keeper of the prison to whom it was directed, who detained the debtor until the 25th of the same month, December, being seven days beyond the three months during which the warrant was to be of full force and virtue.

The debtor brought his action against the gaoler for false arrest and imprisonment, and the latter pleaded a justification under the warrant.

To this plea the plaintiff replied that the warrant, by the 131st Rule of the "Practice and Proceedings of the County Courts" was to continue in force for three calendar months and no longer; and that although he was arrested within that period, and was imprisoned under colour thereof for ten days, yet he was unlawfully detained in prison seven days beyond the three calendar months during which the warrant had to run.

It was held on general demurrer, that the Replication was no answer to the plea: for that although the warrant was to remain in force only three months from the date of the order of commitment, the debtor, having been arrested within that period, was to be imprisoned for the number of days specified in the warrant, notwithstanding the three months during which it had force were expired before the debtor had completed the term of imprisonment which the County Judge had ordered.

The 55th Rule of the General Rules for Division Courts is taken from the 131st of the English Rules, and with an immaterial alteration in the wording of our Rule, is a *verbatim* copy.