

fused it, Sir George Jessel obtaining it. He then became Chief Justice of Common Pleas, and in 1880 Lord Chief Justice. He administers the law with great boldness and freedom, and between him and Lord Esher there is great rivalry. In the absence of Coleridge, Lord Esher presides over the Court of Appeal, with a salary of £6,000. He was formerly Mr. Justice Brett, and is a Conservative in politics; he has little patience for theory and innovation, but is opposed to fine distinctions, basing his decisions on common sense; he was a great oarsman at college, and has a large knowledge of nautical and mercantile affairs. He was made Lord Esher in 1880, and Master of the Rolls in 1883.

Of the judges of Court of Appeal, with a salary of £5,000, Lindley, L.J., is author of "Lindley on Partnership." Bowen, L.J., is typical scholar, well known as a translator of Virgil. Lopes, L.J., who was a member of Parliament until 1876, is a solid judge, without a brilliant reputation, and has served his fifteen years, after which time a judge becomes entitled to a pension. Kay, L.J., is the latest judge appointed, having had a great reputation as a puisne Chancery justice.

Of the fourteen judges of the Queen's Bench Division of the High Court of Justice, with a salary of £5,000, Mr. Justice Hawkins is of most varied talents, with a shining reputation for political oratory, a lover of sport, and with a keen sense of humor. He is always expected to act with some disregard of ordinary rules. He was formerly counsel in the famous Tichborne case. Mr. Justice Denman, who succeeded Mr. Justice Wills, was member of Parliament from 1859 to 1872. Baron Pollock, who is a son of the Lord Chief Baron of the Exchequer, succeeded Baron Channell in 1873. He, Lord Esher, and Lord Coleridge are the only ones of the present judges who sat in the old courts of Westminster. Of the five Chancery judges, Mr. Justice Romer and Mr. Justice Stirling were distinguished scholars and senior wranglers. Mr. Justice Chitty is well known as an athlete, and has for some years been judge of the university boat races.—*Harvard Law Review*.

STATUTE OF FRAUDS: ACCEPTANCE.—The meaning of "acceptance and actual receipt" in the Statute of Frauds (29 Car. II., c. 3), s. 17, has never been very clear, and recent decisions have not tended to elucidate it. In *Marvin v. Wallis*, 25 Law J. Rep. Q.B. 369, the clause was severely criticized by Mr. Justice Erle, who said, according to one report: "I believe that the party who inserted the words had no idea what he meant by 'acceptance.' That opinion I found on the everlasting discussion which has gone on, as if possession according to law could mean only manual possession." In "The Contract of Sale" (p. 23) Lord Blackburn acknowledged the difficulty of reconciling the cases, and put the matter clearly thus: "If he (the buyer) refuses the goods, assigning grounds false or frivolous, or assigning no reasons at all, it is still clear that he does not accept the goods, and the question is not whether he ought to accept, but whether he *has* accepted them." If this view had always been adopted no difficulty would have arisen, but attempts have again and again been made to weaken