Estates, and Lewis's book on Perpetuities, all of which were published before the writers had attained the age of twenty-two.

In the case of *Cartwright* v. *Cartwright*, 26 W. R. 684, the eminent counsel, Mr. Bompas, Q.C., was called as an expert to prove the validity of a marriage solemnized in Montreal. His acquaintance with Canadian law was derived from his having practised for many years before the Privy Council, the final Court of Appeal for the Dominion. But Hannen P. rejected the evidence as not admissible, being after all, knowledge acquired by study and not as an expert. A collection of cases on this subject will be found in *Third National Bank of Chicago* v. *Cosby*, 43 U. C. R. 63.

Mr. L. A. Jette, of Montreal, has been appointed one of the Judges of the Superior Court of Quebec, to fill the vacancy caused by the death of the late Mr. Justice J. P. W. Dorion. Mr. Jette was called to the Bar in February, 1857. He successfully opposed Hon. G. E. Cartier in 1872 at the election for the Eastern Division of Montreal, and after the defeat of Sir John A. Macdonald's Government in 1873, he was in 1874 elected for the same constituency by acclamation. His reputation at the Bar has been very good, and the appointment will, we believe, meet with general satisfaction in the Province of Quebec.

The lay press have been falling foul of Mr. Justice Hawkins for insisting upon Sheriffs attiring themselves in some costume appropriate to their office, such as a Court dress, military uniform, or other official costume. We quite agree with the observations of a cotemporary which appear in another place (*post* p. 261), and we also agree with Mr. Justice Hawkins that the eternal fitness of things requires some distinctive mark of the high office of Sheriff. This is not a mere matter of sentiment; those most familiar with the hidden springs of thought of the great mass of humanity, and especially of those in the humbler walks of life, know well the effect of outward display. The importance of keeping up that "pomp and circumstance" which impresses them more than anything else with the power and majesty of the law can scarcely be overestimated. Britons who "never will be slaves" are, nevertheless, more or less savages in this respect.

IS A DEBT SECURED BY PROMISSORY NOTE GARNISHABLE?

Under proceedings in foreign attachment, by the Custom of London, it was a part of the practice to attach a debt for which a bill or note was given on the ground that it was *debitum in præsenti solvendum in futuro*: Ashley p. 12.* So in *Carr* v. *Baycroft*, 4 U. C. L. J. 209, it appears that a debt, for which a promissory note had been given, was permitted to be attached, and it was thought by Mr. Justice Burns that, in an action on such note, it would be an answer to plead the attaching order. This would probably be the case so long as the judgment debtor continued to be the holder of the note, but what would be the position of the garnishee, if this note had been *bonâ fide* endorsed over? Again, in *Shanly* v. *Moore*, 9 U. C. L. J. 264, Mr. Justice Wilson refers to money due on a bill or note and engaged to be paid on a day yet to come as being garnishable.

* In case of any difficulty arising in the operation of the garnishee clauses it has been said that reference may be made to the proceedings by foreign attachment from which the Statute takes a part of its language in order to shew that the legislature did not intend to give a less effectual remedy than that given by the Custom: *Sparkes* v. *Younge*: 8 Ir. C. L. R., p. 261.