

So proceedings were commenced by C. to quiet his title. During the proceedings he died, and the proceedings were subsequently continued by his representatives. The child of B. then appeared as a contestant, and after fighting out the question whether there had been any marriage between B. and the widow of C., it was ultimately agreed that there should be a compromise on the basis that the land should be sold, and the proceeds divided in certain proportions "after payment of the costs of all parties." Here again the solicitors of all parties consented to, and the Court sanctioned, the compromise: but it very soon appeared when the costs came to be taxed, that the lawyers in consenting to this arrangement were merely consenting to divide the proceeds of the litigation between themselves, and still leave a large balance of costs, to be made good by their unfortunate clients. And the question naturally arises, Would the Court have sanctioned a compromise on the consent of solicitors which handed over to them the whole fruits of the litigation, if the whole facts had been placed before them?

It is possible that in this case as in the other which has been referred to, a certain amount of retributive justice has been done. In the first case the land in question had been virtually stolen from its rightful owner by the testator, and in the latter case it would appear as if the litigation was set on foot with a view to depriving the rightful heirs of the deceased of their property. Certain it is that where a woman comes forward to bastardise her own issue, as the basis of proceeding to deprive them of property, to which, if legitimate, they would be entitled, even though her claim be well founded, it can hardly hope to escape being regarded with the greatest suspicion; but even though this retributive aspect of the case may lead one to entertain somewhat less sympathy for some of the litigants than would otherwise be the case, it, nevertheless, can hardly be denied that it is mockery of justice that such a result can in any case be arrived at under the forms of law with impunity.

#### RECENT LEGISLATION.

THE law relating to Bills of Lading received an important amendment at the recent session of the Dominion Legislature. By 52 Vict., c. 30, which recites that by the custom of merchants a bill of lading is transferable by indorsement, whereby the property in the goods passes to the indorsee, but nevertheless all rights in respect of the contract contained in the bill of lading remain in the original shipper; and also that it frequently happens that the goods, in respect of which bills of lading are signed, have not been laden on board: it is enacted that the consignee and every indorsee of the bill of lading to whom the property in the goods passes shall have vested in him all such rights of action, and be subject to all such liabilities in respect of such goods, as if the contract contained in the bill of lading had been made with himself, without prejudice to the right of stoppage *in transitu*, or any right of an unpaid vendor under the civil code of Lower Canada, or any right or claim for freight against the original shipper or owner, or any liability of the consignee or indorsee. The bill of lading in the