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Alternative and Inconsistent Pleading - Informa-tion of Value to Lawyers and Law Students.

These rules give rights in regard to joining parties and comprehensive pleadings of A MOST SWEETING CHARACTER,

These rules give rights in regard to joining parties and comprehensive pleadings of A MOST SWEETING CHARACTER, far in excess of anything allowed under the old system. Analysing the rule as to parties carefully, it will be seen that plaintiffs have a right to sue in three classes of cases, jointly, severally or in the alternative.

Before the judicature act, neither at law nor in equity was it permitted to several plaintiffs to come into court and say: "Some one or several of us is entitled to sue these defendants, if one of us is not then the others are, or if the others are not then the one first mentioned is." But it not unfrequently happened in the old practice that it was a matter of the greatest doubt which one of two or three persons was entitled to sue on a particular contract, or for a particular injury; or which of two or more persons or corporations should be joined as defendants. Take the case of as sale by an agent. The difficulty often was which should sue, for though the defendant may now by his beliable on the contract, or a sale by an agent. The difficulty often was which should sue, for though the defendant may now by his beliable on the contract, or a sale by an agent. The difficulty often was which should sue, for though the defendant may now by his beliable on the contract, or it is also the pleading good, and in effect laid down the rule that the defendant may now by his multiple officer or the municipal corporation. Should the contractor, or the municipal officer or the municipal corporation be sued? The new rules seem to remedy such a state of things, and therefore in the first case the principal and agent may sue together "jointly," and in the second case all may be sued "jointly," and in the second case all may be sued "jointly," and in the second case all may be sued "jointly," and in the second case all may be sued "jointly," and in the second case all may be sued "jointly," and in the second case all may be sued "jointly," and in the second case all may be sued "jointly," and in the

May, rule 133, is the corallary to the rule as to parties just quoted, and has been acted on in some English cases, which show how a plaintiff may allege

TWO INCONSISTENT SETS OF FACT without necessarily adopting either. In Honduras Inter-Oceanic company v. Lefevre and Tucker, Ex. D. 301, one Tucker, professing to be Lefevre's agent, contracted to take a certain number of the plaintiffs debentures, which contract Lefevre failed to carry out. The plaintiffs first brought their action against Lefevre, who traversed the allegations in the plaintiffs statement of claim. Subsequently the plaintiffs applied to add Tucker responsible modiste as suitable to certain res quently the plaintiffs applied to add Tucker as a defendant and the court so ordered, but directed the pleadings to be commenced de novo. The plaintiff then alleged that Tucker was authorized in fact by Lefevre to make the contract sued upon; and the pleading then went on to say that Lefevre denied this and asserted that Tucker had no authority from him to make the contract. Their pleading in effect said "If the court believes Lefevre, then the plaintiff alleges in the alternative that Tucker had no authority from Lefevie to make the contract.

The Berlin Tageblat contains the following remarkable advertisement: "A young lady of noble family, as lovely as Helen, thrifty as Penelope, witty as Madame de Stael, seeks a husband. As a singer she rivals Jenny Lind, as a dancer Cerito, as a culptor the Princess Marie d'Orleans. She is virtuous as Lucretia, and any gentleman seeking her hand can correspond through this paper.

Suppose Mrs. Cornwallis West. one of latest styles; low in price at J. BUTLER'S. thority from Lefevie to make the contract, and that the contract therefore is Tucker's contract and he is the party liable to the plaintiffs." On this pleading Tucker moved to have his name struck out on the ground that the plaintiffs' admissions therein entitled him to have judgment in his favor. The court held that the plaintiffs were entitled to join both defendants and to claim alternative relief against them and refused to strike out Tucker's name, Lord Justice Mellish stating that the legislature showed in making the rules that it should not be necessary for a plaintiff to bring an action first against A and then against B; and to run the risk of the

JURY TAKING A CONTARY VIEW of the evidence in the two cases, but that a rity from Lefevie to make the contract,

a dissolution of it and to have the partner-ship accounts taken and the assets realized shot Royce to death. and distributed. The defendant moved that the plaintiff be confined to one or other of the causes of action, and contended that

PLAINTIFF WAS CLEARLY HOVERING agreement was not binding, and then turnon the 28th in Port Hope, arrived here at
9 a.m. (the last Saturday in each month counsel for the plaintiff contended that in equity a bill claiming alternative relief was not demarrable so long as there were no inconsistent allegations of fact, and that the judicature act was intended to prevent judicature act was intended to prevent multiplicity of suits. The defendant succeeded before V. C. Bacon, but the court from Nov. 3rd to the 12th on which day of appeal reversed the judgment, the lord chancellor (Cairns) holding that the judicaton Times, Oct. 29.

ENLARGED THE LIBERTY OF A PLAINTIFF in claiming relief, for it had expressly pro vided that, subject to certain regulation alternative relief may be asked, and that several causes of action may be joined in the same statement of claim.

In Child v. Steuning, 7 Ch. D. 413, the plaintiff was a lessee of certain land in Brighton, and brought the action against his lesser and also against acreein other lesses.

lessor, and also against certain other lessees of other portions of the land who claimed under a lease from the same lessor, prior in date to plaintiff's, a right of way over the plaintiff's land. The claim denied the right of these prior lessees, and claimed an injunction against them. But in the alternative it went on to say that if the court should hold the lessees entitled to the right of way, then that damages might be award-ed against the lessor for a breach of the covenant for quiet enjoyment. Mr. Justice Fry held that the suit was properly constituted, tried the issue, found that the lessees had the right of way they contended for, and gave judgment in their favor with costs. He then assessed the damages against the lessor, but refused to allow posinitiff the costs of trying the issue beant for quiet enjoyment. Mr. Justice

POINTS ABOUT PIEADING.

tween him and the lessees. It should be noted that the rule does not go so far as to say that the plaintiff may adopt, as his own, both inconsistent sets of facts, and boldly contradict himself in the successful paragraphs of his pleading. It will be generally correct for the PLAINTIFF TO TAKE ONE VIEW, allege there is gandless wet out the solutions.

Alternative and Inconsistent Pleading—Information of Value to Lawyers and Law Students.

A special characteristic of the judicature act is the right of litigants to plead "alternative" or "inconsistent" claim or defences—a right never been recognized at common law, and only to a limited extent in equity.

Marginal rule 91 provides that "all persons may be joined as defendants against whom the right to any relief is alleged to exist, whether jointly, severally or in the alternative. And without any amendment exist, whether jointly, severally or in the alternative. And without any amendment Judgment may be given against such one or more of the defendants as may be found to be liable according to their respective liabilities. Marginal rule 133 prescribes that they was urged that these were inconsistent defences, but Mr. Justice Quain allowed the pleading. This was followed by Barnicot v. Hann, W. N. 1876, p. 24, in an action fer money lent. The defendant plead ask for general relief. And the same rule shall apply to any counter claim made, or relief claimed by the defendant in his statement of defence." And in regard to implied contracts marginal rule 138 says that if the person pleading such contracts "desires to rely in the alternative upon more contracts or relations than one, as to be implied from circumstances, he may state the same in the alternative."

These rules give rights in regard to joining parties and comprehensive pleadings.

Rut the words complained of that the words complained of were true, and he justified the slander. It was urged that these were inconsistent defences, but Mr. Justice, or were inconsistent defences, but Mr. Justice, but Mr. Justice, or were inconsistent to defence, but Mr. Justice, but Mr. Justice, but Mr. Justice, but Mr. Justice, consistent defences, but Mr. Justice, but Mr. Justice, but Mr. Justice, consistent defences, but Mr. Justice, but Mr. Justice, but Mr. Justice, consistent defences, but Mr. Justice, but Mr. Justice, consistent defences, but Mr. Justice, but Mr. Justice,

released from payment.

But the judicature act also allows a de-

to some female minds if recommended by a responsible modiste as suitable to certain smiles and complexions.

JURY TAKING A CONTARY VIEW of the evidence in the two cases, but that a plaintiff should have both defendants before the court at once and try it out between them.

In Bagot v. Gaston, 7 Ch. D. 1, the plaintiff claimed to have an agreement for a partnership with the defendant in a land speculation cancilled on the ground that he had been induced to enter into it by misrepresentation, and in ignorance of its real effect, and to have the money he had advanced repaid to him—in effect to declare there had been mo contract of partnership. In the alternative he claimed that there was a partnership, and that he was entitled to a dissolution of it and to have the partnership. That he was entitled to a dissolution of it and to have the partnership accounts taken and the assets realized and diffectionate mother to them.

Jemima Burke of Fleming, Ky., was visited simultaneously by two suitors, Royce and Rogers. Neither was inclined to retire and leave the other alone with the girl, because both knew that they had alike come to pop the question. After two hours of obstinate sitting, Rogers remarked that a man was selling moonshine whiskey in a lonely place half a mile away, and invited Royce to go and drink some. They went together and got the whisky. Rogers then said he guessed he would return to Jamima as he wished to see her alone. Royce replied that he had a precisely similar intention. That made Rogers desperate, and he shot Royce to death.

—A man of punctuality, energy land science, Mr. Charles Cluthe, surgica mechanist, of Toronto, left Montreal on the expiration of his professional visit on the evening of the 27th, attended to this day from Nov. 3rd to the 12th, on which day

CHURN SLOWLY.

BY SARAH KEABLES HUNT. A little maid in the morning sun Stood merrily singing and churning—
"Oh, how I wish this butter was done,
Then off to the fields I'd be turning!"
So she hurried the dasher up and down
Till the farmer called with a half-made frown,
"Churn slowly!"

"Don't ply the dasher so fast my dear,
It's not so good for the butter,
And will make your arms ache, too, I fear;
And put you all in a flutter—
For this is a rule, whenever we turn,
Don't be in haste whenever you churn—
Churn slowly!"

"If you see your butter come nice and sweet,
Don't churn with a nervous jerking.
But ply the dasher slowly and neat—
You'll hardly know that you are working;
And when the butter has come you'll say;
'Yes, this is surely the very best way'—
Churn slowly!"

Now, little folks, do you think that you A lesson can find in butter?
Don't be in haste, whatever you do, Or get yourself in a flutter; And while you stand at life's great churn, Let the farmer's words to you return—"Churn slowly!"

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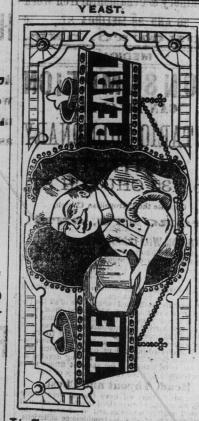
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