sure to him to state, that with respect to *few—very* few, he has been deceived; and he hopes that after this explanation of his motives and of his services, the few will be reduced to none. The sum of one dollar to each individual subscriber is a petty gain, while in proportion to the number who profit by it, it is more or less a loss to Mr. Harrison. It is hoped that after this explanation, there will not be one man in the profession so unmanly as to refuse to pay the additional dollar: should there be, we shall be both grieved and surprised, and, for the benefit of those inclined to become authors, shall without compunction, if so desired, publish their names in the columns of this journal.

THE GREAT WESTERN RAILWAY COMPANY.

When this Company advertised for a Solicitor, at an annual salary, after the fashion of a tradesman who advertises for "a hand," we took occasion to express our doubts as to the propriety or practicability of the proceeding.

Of the *impropriety*, indeed, it must be confessed we had little doubt. The hire of a solicitor, body and bones, at an annual salary, appeared to us to be not only something new in the practice of the law, but something which savored of a studied insult to the profession. Much to our surprise, however, "a bargain was struck."

Very naturally, the *impracticability* of the proceeding from this time began to develope itself. The Company, through its solicitor, sued right and left, and was sued right and left. Then in the course of time arose, among other things, the question of costs. The Company succeeds in an action, either as plaintiff or defendant. To whom do the costs belong? The judgment in due form awards that the Company (plaintiffs or defendants) do recover *their* costs. Is the Company to be allowed to speculate in law costs? Is it to be allowed to pay a solicitor £500 per annum for his services, and to receive the fruits of his experience and of his labor, as the planter does that of his slave? The speculation, if allowable, might not indeed be a bad one; but to trade in law costs would certainly be a proceeding as novel as the hiring of a solicitor, and, on grounds of professional etiquette, as little justifiable.

The Courts, however, have intervened, and we hope put an end to the bartering. The Court of Common Pleas has decided that in the case supposed, the Company is not entitled to any costs beyond moneys actually and *bona fide* disbursed, and that the solicitor or attorney is paid in full for *his* services by his salary. Such is, after all, the "practicability" of hiring, in its naked form, when the contract is made between solicitor and client. It will be a famous thing for the unsuccessful party in a suit to be compelled to pay only £2 3s. 4d., when otherwise £12 10 might have been collected from him. Every person so situated will, we are confident, thank the Company for its kind consideration; but every man who has at heart the dignity of his profession must see throughout a meretricious union between a trading corporation and a solicitor of the courts, which appears to be as dishonorable in the one as it is degrading in the other.

In this number we are not able to give more than a summary of the decision, which years since we foresaw. It arose out of a case of *Jarvis* v. *The Great Western Railway Company*, which is briefly reported elsewhere. It was an appeal to the Court of Common Pleas from an order of Mr. Justice McLean, and was not decided without the utmost deliberation. At present we do not profess to give more than the facts and the result; on a future occasion we may be able to publish *in extenso* the judgment of the court.

THE SURROGATE COURTS ACT.

We understand that the Judges appointed under this act are now engaged in framing suitable rules and forms for the new Courts. Two of these gentlemen — Mr. Justice Burns and Mr. Vice-Chancellor Spragge—acted some years ago as Surrogate Judges, and Judge Gowan has for years past filled, and still fills that office. From their familiarity with the subject, and their knowledge of the great public inconvenience that existed under the old law, we have no doubt that the new procedure will be of the most simple and expeditious nature in **non-contentious cases — all in fact that the public can** desire. We shall at last have a uniform and intelligible practice.

HISTORICAL SKETCH OF THE CONSTITUTION, LAWS AND LEGAL TRIBUNALS OF CANADA.

(*Continued from p.* 200.)

The successor of de Vaudreuil was the Marquis De Beauharnois, a natural son of Louis IV. of France. His appointment was made on 11th January, 1726. During his rule an angry correspondence arose between himself and Governor Burnet of New York, as to the erection of Forts at Oswego and Niagara. The English erected a fort at Oswego, and the French, to counteract it, erected one at Niagara. Each colony was jealous of the other. Notwithstanding repeated and mutual protests, the two forts were allowed to be maintained; and the French, baffled in their intended removal of the fort at Oswego, erected one at Crown Point on Lake Champlain. From this point they spread devastation among the British, driving them in-