be conveyed by a mere note in writing, he might be more easily imposed on by procuring his signature to such a conveyance, when he really supposed he was signing a receipt, a note or a letter." This is simply begging the question. So long as our laws relating to attestation and acknowledgment of conveyances are preserved there is little danger of one's conveying his freehold by "a mere note in writing," or of his mistaking the character of the instrument he is signing. The danger is surely not lessened by the seal, considering the character of the seals in common use. But aside from this, the reason is very weak. If a man can write he can read writing and can know what he is signing. If he cannot write, he is too ignorant to know any thing about the *solemnity* of a seal. Besides, the seal is usually, we might say always, affixed by the scrivener, and the parties pay little or no attention to it, and know little and care less about it.

We do not object to seals for the reason of the trouble of affixing them, but because they have been and are the fruitful source of perplexities and distinctions in contracts—of litigations, of dishonesty, and of inequity. Years of toilsome research would hardly make one perfect in the reported cases on the question of seals.

Take a single case, that of *Jackson* v. *Wood*, to which we before alluded. The question was solemnly discussed whether a freehold could be conveyed without a seal. The party selling the land received its full value; the instrument of conveyance was ample and explicit, and was signed in the presence of two witnesses. But the talismanic charm of the seal was wanting, and, therefore, it was decided that the heirs of the grantor should recover back the land, though it had been in the possession of the purchaser for twenty years. So much for the lack of a little wafer. So, again, in another case, *Ayres* v. *Harness*, 1 Ohio, 368, a person indebted to another, in a sum not exactly ascertained, wrote his name upon a blank paper and made his seal (a scrawl) in the presence of a subscribing witness, and authorized that other to fill out an obligation for the amount found to be due. The paper was filled up accordingly, but the scrawl was there, and the obligation was held, *for that reason*, invalid. Had that been omitted the legality of the instrument would have been perfect; and yet, according to the theory of seals, they import deliberation, and, therefore, much more than a signature, should bind the obligor. This result of sealing may be law, but it is neither justice nor common sense. Examples might be multiplied indefinitely, but enough, we trust, has been said to lead to the conviction that the seal is nothing more than a naked, useless, absurd formality, expressing nothing, meaning nothing, proving nothing; while, at the same time, the most important legal consequences are suffered to depend upon it. Is it not time that this absurdity was dropped out of our law?—*Albany Law Journal.*

A FEW WORDS ABOUT MANY REPORTS.

It is the general impression of the legal profession that they are "over reported"—that the rapid increase of the reports of judicial decisions is a grievance. It is thought that a vast number of reported cases is an incumbrance and stumbling-block which impede the acquisition of a knowledge of the law as it exists; that it "destroys the certainty of the law and promotes litigation, delay and subtilty;" and that it imposes a needless and onerous burden upon the purse and time to purchase and study even a portion of the annual issue. While this may be partly true, there are considerations on the other side which it may be as well for us not to forget.

It is a well-known fact that the diversity of relations which arise in life is so boundless, the modifications to which property is susceptible so various, the combination of circumstances so shifting and complex that legislation must necessarily be general. The result of this is, that but comparatively few of our rights or duties are or can be prescribed by positive law. For all these we are left to the wisdom and discretion of the judges, who deduce from the general propositions the legal corollaries applicable to each particular case. These deductions form the great body of the law of the land, and are, as Kent says, "the best evidence of the common law." These decisions become precedents for future cases resting