

DISSENTING JUDGMENTS—FURNISHED APARTMENTS.

Cranch's Reports: "The majority of the Court is of the opinion, &c." "The Court, with the exception of two judges, have come to the conclusion," &c. Dissent, which implies discord, was not allowed to mar the influence of the Court. Prominence was not given to the various opinions of the members of the Court, but emphasis was laid upon the judgment of the Court. The decision was given and the reasons for it, but not the reasons against it, and even the names of the dissentient judges were suppressed. By such a course, we are persuaded that the Court at Ottawa will gain in strength and dignity, and secure the respect and confidence of inferior tribunals.

FURNISHED APARTMENTS.

"I don't see that law rubbish is worse than any other sort. It is not so bad as the rubbishy literature that people choke their minds with. It doesn't make one so dull." This sapient remark of Mr. Rex Gascoigne (one of George Eliot's latest friends) is the excuse for the appearance, at this season of rubbishy magazine articles, of this *olla podrida* of cases.

Many a young bachelor, and many a young *feme sole*, is just now contemplating the advisability of taking a furnished house, or, at the least, furnished apartments. To such young people we would extend the following words of advice, warning and information, based upon the experience of bygone days.

Imprimis: to avoid all possibility of future disputations with the owner of the furnished lodgings or house (as the contract concerning them is one concerning an interest in lands, within the purview of the Statute of Frauds) it is well to follow Mr. Woodfall's advice, and have the agreement reduced to black and

white. In it should be specified the amount of rent, the time of entry, the length of notice to quit required and any other necessary particulars; and do not neglect to have affixed a list of the goods and chattels in the apartments (Woodfall, Landlord and Tenant, 8th Ed., 173).

'Tis well to see that the taxes and the rent (unless the landlord owns the house) are paid up and are likely to be kept so, for one's own personal belongings will be liable for his rent and taxes; unless, indeed, the local habitation chance to be in New England, New York, or some one of the other States of the Union where the power of distress no longer exists (Parsons on Contracts, vol. ii., 517). Of course a man does not take much with him except his books, but his wife takes her clothes, her cat and her bird, and none of these are exempt from a landlord's warrant. Wearing apparel cannot be seized for debt, but it can be for rent, unless in actual use. Mr. Baynes helped to decide this point. In 1794 he was eight weeks in arrear for his furnished lodgings, so a bailiff appeared on the boards, and took his raiment and that of Mrs. B., although part of it was actually in the wash-tub at the time, and Lord Kenyon, before whom the matter came, said that it was all right (*Baynes v. Smith*, 1 Esp., 206). The same judge, in another case, decided that a landlord could take the clothes belonging to a man's wife and children, while they, the clothes screens (as Carlyle calls them), not the clothes, were in bed, and which the bipeds—thus left naked—were in the daily habit of wearing, on the ground that they were not in actual use (*Bisset v. Caldwell*, 1 Esp., 206 n). As for the cat, Coke said ages ago that pussies could not be distrained, because in them no man could have an absolute and valuable property; but that reason