

THE 'LAW TIMES' AND THE 'LAW REPORTS.'

Section 9, however, prevents one class of these questions from being raised, by providing that a husband shall not be liable to account for his wife's income and personalty received by him with her sanction; although we can conceive a good many nice questions being raised as to what amounts to such sanction on her part.

Section 10 contains a saving of existing settlements, and power to make future settlements, and does away with the doctrine of restraint on anticipation as a bar to the claims of the creditors of the wife, where such restraint is contained in any future settlement.

Section 11 extends the principle of the Infants Settlement Act, 18 & 19 Vic., c. 43, enabling a girl (even if under seventeen apparently) to make binding settlements with the consent of her parents or guardian, and of her intended husband, and saves the husband's covenant for settlement of wife's after-acquired property made before the Act comes into operation.

We have thus endeavoured to give a short sketch of the principal features of this Act, which, however it may be amended, must, if it passes, modify to a great extent, if not revolutionise, the position of married women in England as regards property.—*Solicitors Journal*.

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Our cotemporary, the *Law Times*, has, with that complacency which never forsakes him under the most trying circumstances, reviewed the conditions and prospects of the two rival monthly Reports, the 'LAW JOURNAL REPORTS,' and the 'Law Reports.' He has learned with sorrow, though not with surprise, that the balance sheet of the 'Law Reports' displays a considerable deficiency. But the sorrow is alleviated by the reflection that after all a balance can be struck by a curtailment of the salaries of the reporters to the tune of about 4,000*l.*; and that, as those gentlemen embarked in the concern on speculation, their misfortune, is of no particular account. Independently of this very trifling question of paying the real labourers in the vineyard, the *Law Times* declares emphatically that the concern is solvent, and both ends are made to meet. Three weeks ago, another legal cotemporary gave its readers an insight into the report of one of the auditors of the 'Law Reports' and we ventured to cite that statement in our own columns. But it appeared that the deficiency on the two years 1866 and 1867 stood at 4,007*l.*, exclusive of 3,862*l.* 10*s.*, due to reporters, and the sum of 571*l.* paid by the Inns of Court and Law Society.' So that, beyond the insignificant detriment to the purses of the reporters, there was a loss of more than 4,500*l.* on the general working of the concern for two years. It follows that in the opinion

of our cotemporary the *Law Times* solvency means a dead loss exceeding 2,000*l.* per annum.

But the disease having been thus analysed, and described in language of singular modesty, the prescription for a cure follows in due course. The 'Law Reports' cannot flourish unless they can add one thousand names to their subscription list, and that feat, says the *Law Times*, they will not accomplish. There is a hint thrown out that the first year is the best year which the 'Law Reports' have seen, or ever will see. Curiosity and novelty attracted a body of subscribers. The reaction has come, and that, too, at a time when the profession is very poor, and when cash is unusually scarce among its members. Even the *Law Times* cannot get in its money. So what possible chance have the 'Law Reports,' which insist on *payment in advance*. Therefore the 'Law Reports' must cut down expenditure by abolishing the Weekly notes and Statutes, and after that tremendous jettison their ship may possibly gain the port. This is the statement and the advice of the *Law Times*, and it assuredly is not for us to express any opinion on the efficacy of the suggested remedy. It is enough to say that whatever may be the exact state of legal business, our experience in the payment of accounts does not coincide with that which is so naively and piteously disclosed by the *Law Times*; and we suppose that, if the profession is really as poor as it is averred, we ought to render very hearty thanks for the prompt manner in which our subscribers discharge their dues toward us.

But has the whole case as to the 'Law Reports' been stated? We have refrained hitherto, and intend to refrain, from anything like hostile comment on that publication, but at least we shall be guilty of no breach of decorum in quoting a passage from a report dated June 17, 1867, and signed by no less a person than Sir Roundell Palmer. The words are these: 'The accounts for the year ending December 31, 1866, have been duly audited; and after taking credit for the stock on hand at the subscription price, the expenses of the year including the additional cost of the Weekly Notes and the Statutes, and payment in full of the salaries of the editors, secretary, and reporters have been met.' It would, therefore, at first sight appear that the enormous deficiency of 8,000*l.* has been incurred in the year 1867. But the real construction of this somewhat ambiguous clause seems to be that a clean balance sheet was shown by taking credit for unsold copies just as if they had been sold, a method of computation concerning which we forbear to say more than that the same result would have been achieved, if not a single copy had ever been sold. On this principle, the Council might have reprinted a few extra thousand copies every year, taken credit for them at full subscription price, and shown a balance in their favour to all eternity. Quitting, however, this question, of which time will be the best exponent, we hasten to see