much oftener, outrage an honest and virtuous lawyer's feelings.

M. D.

Toronto, 20th September, 1868.

[We do not agree with our correspondent, either in his arguments or his conclusions, but as we have already expressed our opinion on this subject, merely repeat that we entirely concur with the expressions which fell from the lips of the learned Chief Justice and the eloquent counsel for the prisoner.

We subjoin, for the information of those not familiar with it, the form of the Barrister's Oath:—"You are called to the degree of a Barrister to protect and defend the rights and interests of such of your fellow citizens as may employ you: you shall conduct all causes faithfully and to the best of your ability: you shall neglect no man's interest nor seek to destroy any man's property: you shall not be guilty of champarty or maintenances: you shall not refuse causes of complaint reasonably founded, nor shall you promote suits upon frivolous pretences: you shall not pervert the law to favor or prejudice any man, but in all things shall conduct yourself truly and with integrity. In fine, the Queen's interest and your fellow citizens you shall uphold and maintain according to the Constitution and law of this Province." Weighty words, truly, and not lightly to be frittered away, or weakened by mere considerations of personal feeling.—Eds. L. J.]

Law reporting—Decisions of County Judges.

To the Editors of the Canada Law Journal.

Sirs,—I find by the last number (No. 6) of the Common Pleas Reports, page 446, vol. 18, what purports to be the report of a decision of some importance to the commercial as well as the agricultural and other business men of the country, who may be affected in any way by the Insolvent Act of 1864. I do not find, however, in any part of the case, as reported, the reasons which "*the Judge of the Court below*" gave for the conclusions at which he had arrived; although the Judge who delivered the judgment in appeal says the County Court judgment was very carefully prepared, and fully sustained by the reasoning: nor do I find throughout the whole report the name of the county given in which the decision was had. The latter may be of no importance, but still it is usual to give it. But surely, when a Superior Court sustains in appeal the judgment of an Inferior Court, and the reasons are fully and satisfactorily sustained also, the Reporter might, in view of its probable importance, let the Profession know what those reasons were. He does not explain why the appeal was "*disallowed, excepting that the debtor should be allowed a further time to sustain the allegations of his petition, if he can;*" or what brought about this peculiar judgment. Nor does the judgment itself do this. The 8th paragraph of the 447th page is a very meagre report of what I happen to know, from examining the appeal book, was a very elaborate and lengthy judgment; and if we might not have it *in extenso*, it would have been well to have given us an outline of the Judge's reasoning, because it is not improbable that the same question may be debated hereafter, either in the Court of Chancery or in the Queen's Bench, the present decision in appeal not being binding upon either of those Courts.

From all that appears in the report a stranger might infer from reading it that there is only "*one Court below*," and but one Judge of a County Court for the whole Province of Ontario.

A great deal of redundancy is made use of quite beside the question involved; for instance, although a copy of the first note is given in the 4th paragraph (page 446), the 5th paragraph tells us that the first note was payable to Luce, Brothers, or bearer, the 5th paragraph (page 447) tells us the first note was at eight per cent. generally, and the remaining notes were at eight per cent., payable annually. The 6th paragraph (page 447) tells us the first note was payable in two years, and each of the others at three, four, five, six, seven, eight and nine years. Then the 1st paragraph (page 447) tells us the dates of all six notes, and the dates of the 7th and 8th. Then the 2nd, 3rd and 4th paragraphs tells us minute particulars, which were but of the slightest importance, and if it was necessary to have given a copy of the first note, it was just as necessary to have given copies of the *other* notes; whereas a statement that none of the defendant's notes had matured, after a concise description of their amount, for all purposes of understanding the facts involved in the decision would have been quite sufficient. Or, after giving a copy of the first note, it was quite