

FLOTSAM AND JETSAM.

articles now paid for in guinea fees. No one, therefore, can fail to applaud the rule which has been quoted above. But what must be the surprise of the ordinary reader who turns from a perusal of the note containing it to the "queries" printed underneath? In one of these a gentleman requests an opinion, or a list of cases, to enable him to decide as to the lawfulness of a certain case of distress. Another wants to know what are his legal rights against the fowls of his neighbor which trespass upon his territory. A third will be obliged by "an early answer with any authorities" on a question of attestation: and the last of the four "queries" published relates to the technical interpretation of words in a certain will. Every one of these questions thus "involves a point of law;" and the uninitiated reader may perhaps be pardoned for wondering how the publication thereof is reconciled with the prohibition standing at the head of the column.—*London Globe*.

A BARRISTER, not a hundred miles from Toronto, recently purchased from his next door neighbour a house with the appurtenances thereto belonging, of which he had previously been a tenant. The use of one of these appurtenances was denied to the vendee by the hard-hearted vendor. The man of law then filed his bill in the words and figures following:

"The plaintiff shows, &c., that the conveyance to the plaintiff embraces the said water-closet, and that even if the said closet be not within the precise words of the description, the said closet was intended to pass, and did pass by implication to the plaintiff, and the plaintiff is entitled to the uninterrupted and exclusive use of the same, and that the same is an easement."

Prayer. "(1). That the defendant, his servants, workmen and agents, may be restrained by the order and injunction of this honourable Court from in any way preventing or interfering with the plaintiff's use of the said water-closet in the manner in which he has hitherto used the same.

"(2). That the defendant may be ordered to pay such damages as the plaintiff may suffer by reason of the defendant's conduct."

When the injunction was moved for in court, an enlargement was, for some reason or another, applied for, whereupon plaintiff's counsel tearfully implored that this should not be, his client being, he said, most anxious that the prayer might be immediately granted. The Court, impressed by the gravity of the situation, and being equal to the occasion, responded with

alacrity: "*Oh—indeed*. Then there had better be no delay. You may take an interim injunction."

THE LAW OF 'PACKARAPU.'—An Otago paper, just arrived, tells the story of a Maori, who, having been the unfortunate creditor of a bankrupt, had lost 40% or so, and was determined to master the system by which he was deprived of his money. Having done so, he was able to explain to his friends that he had lost his money because the debtor became 'Packarapu.' In explanation of this word he laid down that a white man who wants to become 'Packarapu' goes into business and gets lots of goods and does not pay for them. He then gets all the money he can together, say 2,000*l.* and puts it away where no one can get it, all except 5*l.* With this he goes to the judge of the Supreme Court, and tells him he wishes to become 'Packarapu.' The judge says he is very sorry, but of course it cannot be helped; and he then calls all the lawyers together, likewise all the men to whom the 'Packarapu' owes money, and he says: 'This man is "Packarapu," but he wishes to give you all he has got, and so he has asked me to divide this among you all. The judge thereupon gives 4*l.* to the lawyers and 1*l.* to the other men, and the 'Packarapu' goes home, a regenerated man. Not so satisfactory to debtors it seems is the law administered in the District Court of Oamaru, as appears by the following extract from a judgment by Judge Ward, reported in the *New Zealand Jurist*: 'Under the Debtor and Creditor Act, 1875, the proceedings can go no further, but do not lapse, and no provision is made for quashing them, or for replacing the debtor in the position he occupied before filing the fatal statement of insolvency. Freed from his property, but not from his debts, of a certainty "the last state of that man is worse than the first." The wisdom of the Legislature has evidently deemed it fitting that a debtor, who has not reserved a portion of his estate sufficiently large to induce his creditors to attend his meetings in hope of a dividend, should go down to his grave in a state of liquidation. Until his debts are merged in the great debt of nature,

Years may come and years may go,
But he remains for ever

an unliquidated man. It may be a comfort to him in his painful situation to reflect that when he filed his statement of insolvency—and paid the fees thereon—he unconsciously enrolled himself in the "noble army of martyrs" to colonial legislation.'—*Irish Law Times*.