The Legal News.

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The reforms suggested by a country lawyer in the present issue would merely shift the inconvenience. If the Court of Review were abolished the number of appeals would be trebled. Why should parties be subjected to the heavy costs of an appeal when they are willing to submit to the judgment of a comparatively inexpensive and much more summary tribunal? In theory the Court of Review is admirable, and in practice it works as satisfactorily as any court we ever heard of. If there were three or four Divisions sitting in appeal, it would simply be a Court of Review under another name, and it would be necessary to have a higher provincial court, for otherwise the Supreme Court would soon be blocked by the immense increase in the number of appeals that would certainly result from such a change in the system. The criminal business assigned to the Queen's Bench does not cause any obstruction at present, for a sixth judge was some years ago added to the court in order that one might always be available for the criminal work without interfering with the civil terms. It may be added that the appeal work is less than a year in arrear, and "Reform" must be unacquainted with the system if he has attended four terms without being heard, for unless a case is among the first thirty or forty on the list there is no need to come at all, and when it does attain that position it is sure to be called either that term or the next.

We are glad to state that the bench and bar of Montreal have enjoyed perfect immunity from the epidemic which is now happily declining. So far as we can learn there has not been a single case of illness from small-pox among the members of the profession. This is natural enough, for none better than a hard-working and clear-headed fraternity can appreciate how much truth there is in the old pagan maxim that "the gods help those who try to help themselves." It is difficult for persons at a distance to realize how carefully small-pox pursues those, and those only, who are unwilling to protect themselves.

It has been said, however, that the initiation of new business has been somewhat interfered with by the epidemic. If so, the bar have had more leisure to devote to their old cases, for the appeal list, notwithstanding a great clearance effected in September, has crept up from 93 to 104 cases,—an increase of 14 as compared with the November term of last year.

The *Legal Adviser* (Chicago) refers to an inconvenience which has been pretty generally experienced. It says the use of shorthand in the trial of causes "is having the effect of greatly lengthening out the record, making it expensive in case of appeals, requiring also a great deal of time in examining a case on the hearing on appeal." The subject attracted attention at the recent session of the American Bar Association, and the following suggestion was adopted:—"The record of a trial should contain shorthand notes of all oral testimony, written out in long hand, and filed with the clerk; but only such parts should be copied and sent to an appellate court as are relevant to the point to be discussed on the appeal; and if more be sent, the party sending it should be made to pay into court a sum fixed by the appellate court, by way of penalty."

COURT OF QUEEN'S BENCH.

QUEBEC, Oct. 8, 1885.

DORION, C.J., RAMSAY, TESSIER, CROSS, BABY, JJ.

ROY (deft. below), Appellant, & LEPAGE (plff. below), Respondent.

Action—Surety—Transfer.

D. being indebted to R., in order to get time to pay, induced F. to give an obligation to R. as if F. was R's personal debtor. Subsequently D. settled with R. who transferred F's obligation to him, and D. transferred the same to the plaintiff who sued R. thereon.

HELD:—*That even if the plaintiff obtained the transfer for value, he had no action against R., his action, if any he had, being against F.*

RAMSAY, J. Dulac was indebted to Roy,

and in order to get time to pay, he induced his brother-in-law, Fortier, to give an obligation to Roy as if Fortier was Roy's personal debtor. Subsequently Dulac settled with Roy, how we cannot find out precisely, owing to the contradictory and confused mode in which Dulac tells the story; but, at any rate, he disinterested Roy, and then asked him to transfer Fortier's obligation to him. Dulac then transferred the obligation to Lepage, the respondent, who sued the appellant Roy. To this action Roy pleaded—1st, that Lepage should discuss Fortier before sueing him; 2nd, that the deed from Fortier was given to him as security for Dulac's debt, that it was by error he transferred it to Dulac, and that he got no value for it. Dulac admits the whole of this. He says it was a security deed only, and that he got it transferred by Roy "pour sauver ce que l'on appelle l'autre garantie de l'acte." What Mr. Dulac means by this mysterious phrase is that Fortier owed him, and that he had therefore a right to sue Fortier on the deed by which Fortier declared he owed Roy. He is then asked "vous saviez n'est-ce pas qu'il y avait un recours à exercer contre M. Roy pour le montant de ce transport qu'il vous faisait."

R. Contre M. Roy?

Q. Le défendeur en cette cause?

R. Je n'ai pas compris cela dans le temps.

Nevertheless he immediately transferred this obligation, *par délicatesse de famille*, to Lepage, who at once sued Roy. Under this evidence it appears indubitable that Dulac had no action at all against Roy, and that unless Lepage has greater rights than his vendor had to transfer, he could have no action against Roy.

Now as to Lepage's rights, we do not find it necessary to say whether a *bona fide* purchaser of a notarial obligation secured by hypothec cannot, in any case, recover against the debtor, who has paid, for that question does not arise here. Lepage bought an obligation which on the face of it was a sale of Roy's rights, if any he had, and specially without warranty. He therefore has no recourse against Roy who has not failed in the execution of his obligation. It is also to be remarked that the transfer does not identify the obligation except by the accidental coincidence of the amount transferred. If Lepage really obtained the transfer for value, his action, if any he has, is against Fortier.

The Court being of this opinion, it is hardly necessary to examine the exception of discussion, which would probably be good if it stood alone, but as it is followed by a denegation of indebtedness it ceases to be of any value. The appellant has, however, made a special argument based on the rule *qui excipit non fatetur*. This rule is perfectly true in its proper limits. An exception does not confess the conclusions of the action, it avoids them. Hence in English pleading it was called confession and avoidance. No authority has ever pretended that the issues were not or might not be limited by the disclosures of an exception. How far depends on the subject matter and the nature of the exception.

Judgment reversed.

COURT OF QUEEN'S BENCH.

QUEBEC, Oct. 8, 1885.

DORION, C.J., MONK, RAMSAY, CROSS, BABY, JJ.

DULAC, Appellant, & BOLDUC, Respondent.

Damages—Delay to pay money—Interest—C. C. 1077.

This was an action to recover money from the appellant which he had received to pay on account of respondent to Messrs. Chinic & Beaudet in Quebec. Two objections were raised to the action: 1st, that respondent had no right to bring the action; 2nd, that the amount was too great (*a*) in that respondent sought to recover more money than he had paid to appellant, (*b*) and a charge of ten *per centum*.

The Court was of opinion that the judgment as to the amount paid to appellant was correct, and that the ten *per centum* was due.

RAMSAY, J., thought that although the obligation to Chinic & Beaudet bore interest at the rate of ten per cent., the appellant, for failure to pay money, could not be charged with any greater damages than the legal rate of interest. Art. 1077, C.C.

Judgment confirmed.

COURT OF QUEEN'S BENCH—MONTREAL. *

Rente constituée—Tiers-détenteur—Art. 338, *C.C.*

JUGÉ:—1. Que depuis la mise en vigueur du Code Civil le tiers-détenteur d'un immeuble affecté au paiement d'une rente constituée créée pour le paiement du prix de vente, n'est pas personnellement responsable du paiement de cette rente.

2. Que ce principe établi par le Code Civil s'étend à une rente constituée créée par un acte passé avant le code. *Wright & Moreau et ux.*, Dorion, J.C., Monk, Cross, Baby, JJ., 27 janvier 1885.

SUPERIOR COURT—MONTREAL. *

Goods sold and delivered—Evidence—Pass-book or tally—Failure by customer to produce.

HELD:—Where dealings between the parties have been conducted upon the basis of pass-books held by each, the one presumably the counterpart of the other, the one which is produced, and which is reasonably substantiated by testimony, must prevail,—particularly in the absence of secondary evidence founded upon the proved loss of the other, tending to show a discrepancy. *Gaudry et vir* v. *Judah*, In Review, Johnson, Doherty, Jetté, JJ., Oct. 31, 1885.

CIRCUIT COURT.

MONTREAL, Nov. 10, 1885.

Before TORRANCE, J.

SOUCIS v. BUCHANAN.

Jurisdiction—Dismissal of action on motion.

HELD:—*That an action manifestly beyond the jurisdiction of the Court may be dismissed on motion, even after plea filed.*

This action was to recover possession of a horse of a pretended value of $115, or to obtain a receipt for $33.35 and the balance of the price of the horse, viz., $81.65.

The defendant, citing *Saxton* v. *Paradis*, M. L. R., 1 S. C. 437, moved to dismiss, after filing pleas to the merits and a demurrer under reserve of his objection to the jurisdiction.

The plaintiff desisted from his demand of a receipt after service of the motion.

Motion granted, with costs of a motion only.

P. U. Renaud for the plaintiff.

McGibbon & McLennan for the defendant.

COUR DE CASSATION (FRANCE).

14 janvier 1885.

M. BÉDARRIDES, *Président.*

EYNARD ET AL. et MOHAMED ET AL.

Acte authentique—Preuve testimoniale—Cas où elle est admise.

JUGÉ:—*Que la preuve testimoniale outre et contre le contenu d'un acte authentique ne peut être admise que lorsqu'il y a un commencement de preuve par écrit, ou dans les cas de dol, de fraude ou par inscription de faux, mais la vérité des déclarations faites par les parties dans l'acte peut toujours être combattue par la preuve contraire.*

L'action était en nullité d'un acte de vente de Mohamed et al. à Eynard et Chevrier le 11 septembre 1874. Le preuve offerte se formait de présomptions de faits et de témoignages portant sur les personnes présentes à la vente, sur la qualité des parties à l'acte, et autres choses constatées dans l'acte même.

L'arrêt de la Cour d'Alger avait annulé l'acte sur cette preuve.

Autorités au soutien du pourvoi en Cassation :

Cass. 13 juillet 1874 (S. 75. 1. 11—J. du P. 75. 15—D. 75. 1. 87) ; 19 décembre 1877 (S. 78. 1. 169—J. du P. 78. 411—D. 78. 1. 176) *Sic :* Larombière, Traité des Obligations, art. 1319, Nos. 5 et suiv. ; Bonnier, Traité des Preuves, t. II, No. 507 ; Aubry et Rau, t. VIII, § 755, p. 210 et sui. ; Demolombe, Contrats et Obligations, t. VI, Nos. 271 et suiv. ; Colmet de Santerre, Obligations, No. 282 *bis* IV et suiv.

La Cour de Cassation cassa cet arrêt par le jugement suivant :

La Cour....

Sur le premier moyen du pourvoi :

Vu les art. 1319, 1341 et 1373 C. civ. ;

Attendu qu'aux termes des articles susvisés, l'acte authentique fait pleine foi des conven-

* To appear in full in Montreal Law Reports, 1 Q. B.
* To appear in full in Montreal Law Reports, 1 S. C.

tions qu'il renferme ; qu'il ne peut, par suite, être reçu aucune preuve par témoins, ni aucune allégation de présomptions non établies par la loi, contre et outre le contenu du dit acte, sauf les cas de dol ou de fraude, et l'effet de l'inscription de faux ;

Attendu que, pour prononcer la nullité de la vente du 11 septembre 1874, consentie à Eynard et Chevrier par les consorts Ahmed-ben-Hadj et les autres arabes y dénommés, l'arrêt attaqué (Alger, 9 juin 1881), s'est fondé uniquement, et sans qu'aucun commencement de preuve par écrit ait été rapporté et qu'aucun fait de dol ou de fraude ait été formellement articulé par les défendeurs, sur une série de présomptions non admises par la loi, de l'ensemble lesquelles il serait résulté que, soit quant à l'objet vendu, soit quant au payement du prix et aux quittances données par les vendeurs ou leurs mandataires, soit quant aux conditions de la vente, le contrat n'aurait point eu lieu avec le consentement libre et éclairé des arabes vendeurs ;

Attendu que les stipulations de l'acte du 11 septembre 1874 sont sur tous les points aussi claires que précises ; que les prétendues erreurs signalées par l'arrêt attaqué ne seraient fondées que sur des présomptions non établies par la loi et contraires aux énonciations formelles du dit acte ; que, notamment, quant aux allégations de l'acte touchant aux pouvoirs remis aux mandataires par les arabes non présents à la vente, et par les tuteurs des mineurs, ces présomptions sont en contradiction manifeste avec les termes mêmes des procurations annexées à l'acte de vente et en faisant partie intégrante ; que, plus particulièrement pour les mineurs, l'acte de vente exprime qu'il est fait non seulement par leurs mandataires, délégués du cadi, tuteur de ces pupilles de la justice musulmane, mais que le cadi assistait en sa qualité à la vente, et en approuvait toutes les stipulations ; que, dans de telles circonstances, l'arrêt attaqué, basé uniquement sur des présomptions de l'homme, sans qu'aucune des conditions ci-dessus indiquées en justifiât l'admission, a violé les art. 1319, 1341 et 1353 invoqués par le pourvoi ;

Par ces motifs, et sans qu'il soit besoin de statuer sur le second moyen,

Casse, etc.

(Rapport de Mtre Greffier).

(J. J. B.)

COUR DE CASSATION (FRANCE).

20 mai 1885.

M. BÉDARRIDES, *Président.*

WADINGTON v. CRÉDIT LYONNAIS.

Saisie-arrêt—Tiers-saisi—Dépens.

JUGÉ :—*Que le tiers-saisi qui, lorsqu'une contestation s'est engagée entre les autres parties, au lieu de rester simple spectateur, a pris fait et cause pour l'une d'elle, peut être condamné conjointement et solidairement aux dépens avec elle.*

Voici les considérants du jugement. Le dernier seul se rapporte au jugé ci-dessus, les autres sont entièrement étrangers à notre procédure :

"La Cour....

"Sur les premier et deuxième moyens : (sans intérêt) ;

"Sur le troisième moyen pris de la violation des règles du Code du procédure en matière de saisie-arrêt, et notamment de l'art. 570 :

"Attendu que Wadington n'a pas demandé son renvoi devant le juge compétent en vertu de l'art. 570 du Code de Pr. Civ. ; qu'il s'est borné à conclure à sa mise hors de cause et qu'il a été statué sur ses conclusions dans les termes mêmes où elles ont été prises ; que ce moyen manque donc aussi en fait ;

"Sur le quatrième moyen tiré de la violation des règles du Code de procédure en matière de saisie-arrêt, notamment de l'art. 570, de la fausse application de l'art. 130 du même Code et des art. 1382 et suivants et 1202 du Code civil :

"Attendu qu'il résulte des constatations de l'arrêt que, loin de rester, comme il le prétend, simple spectateur dans la cause, Wadington y a joué un rôle actif ; qu'il s'est associé, dans des conditions considérées comme blâmables par la Cour d'appel, à la résistance indue que, d'accord avec lui, les saisissants ont opposé à la demande légitime du Crédit lyonnais ; qu'en le condamnant par suite, à titre de dommages-intérêts, aux dépens solidairement avec ces derniers, la décision attaquée n'a violé aucune règle du Code de procédure, ni aucun des articles précités ;

" Par ces motifs,

" Rejette, etc."

Le rapporteur, Mtre Petit, accompagne son rapport des remarques suivantes :

Sur le deuxième point : Ordinairement, en effet, le tiers-saisi, tant que sa déclaration affirmative n'est point constatée, doit être considéré comme un simple témoin du débat qui s'agite entre le saisissant et la partie saisie. Mais il cesse évidemment d'en être ainsi lorsque ce tiers-saisi au lieu de garder ce simple rôle de témoin, de spectateur, est intervenu spontanément dans le débat, et a pris fait et cause pour l'une des parties. En agissant de la sorte, il est devenu lui-même partie au débat, et peut être condamné aux dépens, s'il succombe dans ses prétentions. Si ses agissements ont, en outre, été blâmables vis-à-vis de la partie qui a eu gain de cause contre lui, il peut, en outre, évidemment être condamné à des dommages-intérêts, et si les dommages-intérêts alloués consistent précisément dans les dépens de l'instance, rien n'empêche qu'en condamnant au paiement des dits dépens, au même titre, la partie aux prétentions duquel il s'était indûment associé, le tribunal, qui prononce cette double condamnation la déclare solidaire ; Cass. 14 août 1867 (S. 67. 1. 401.—J. du P. 57. 1079) ; 25 juillet 1870 (S. 72. 1. 122).

(J. J. B.)

COUR DE CASSATION (FRANCE).

27 avril 1885.

M. BÉDARRIDES, *Président.*

SAMSON ET AL. et ADAM.

Considérants des jugements—Motifs implicites sont suffisants.

JUGÉ :—*Que des considérants ou motifs implicites sont suffisants pour satisfaire à la necessité imposée par la loi aux juges de motiver leur jugement.*

La Cour d'Appel avait confirmé le jugement de la cour de première instance condamnant les défendeurs en garantie, d'après les résultats d'une analyse chimique d'où dépendait la cause. Le seul considérant de la Cour d'Appel était " que d'après l'analyse chimi- " que, pris pour valable, la demande en garan- " tie se trouve justifiée."

Les défendeurs se pourvoyèrent en Cassation contre ce jugement prétendant qu'il n'était pas suffisamment motivé.

Le pourvoi fut rejeté par le jugement suivant :—

" La Cour....

" Sur le moyen unique pris de la violation de l'art. 7 de la loi du 20 avril 1810 ;

" Attendu que les demandeurs se plaignent que l'arrêt attaqué ait rejeté sans motif les deux chefs de leurs conclusions d'appel relevant : 1o. le défaut d'identité de l'échantillon analysé avec la marchandise livrée ; 2o. l'irrégularité de l'expertise, base de la condamnation en garantie ;

" Attendu, sur le premier point, que l'identité est affirmée par les motifs du jugement adopté par la Cour d'appel ;

" Attendu, sur le second point, que le même jugement a déclaré que, d'après l'analyse chimique, qu'il prend pour valable, le demande en garantie était justifiée ; que ce motif implicite répond aux conclusions d'appel ;

" Par ces motifs,

" Rejette, etc. (1)

" (Mtre Rabinet, rapporteur)."

(J. J. B.)

AT ASSIZES—A SKETCH ON THE CIVIL SIDE.

Of all the pleasant places that are studded throughout England, commend us to the " ever faithful city," beautiful Worcester, as the model of an Assize town. With its vast cathedral, ancient even in the days when King John was laid to rest therein, its queenly river, its broad, grassy race-course, its old rookeries, its modern factories, it combines in an unusual degree the excellences of the past and the present, and when we add to these attractions, an abundance of good hotels and Assize courts, large and well ventilated, it may be easily understood why we are speeding our way down there this morning to attend Assize. Dirty Stafford is nearer to our own district, but there the calendar is always crowded, the courts are not fit to breathe in, and the hotels beneath contempt.

Arrived at Worcester, we find ourselves ahead of the judges, whose train is half an

(1) Voir Cass. 11 fv. 1880 (S. 80. 1. 164).

hour late, and, as nothing can be done till they arrive, we secure our quarters at the "Hop-pole," and stroll down to the cathedral, to which we know the judges will straightway proceed, both their lordships being true sons of the church, and sure to attend the Assize sermon. Half an hour quickly passes in the familiar aisles, and then we hear the blare of trumpets outside, the great doors swing slowly open, the organ peals out the National Anthem, and Her Majesty's judges, in all the pomp and ceremony of State, accompanied by the high sheriff and his crew, pass up the broad nave, enter their stalls in the choir, and morning service begins. After the Te Deum and the anthem we make our escape, having no mind to listen to the string of platitudes which some reverend and rusty canon is about to inflict on his unfortunate audience. We repair to the Shire Hall, and pass the time in badinage with our *confrères* already there, till at last the judges come from church, go on the bench and "open the commission," a mystic ceremony performed with much antique solemnity, and supposed to be essential to the validity of all the proceedings at the Assize. No sooner is the commission opened than the minor officials begin business and we are at liberty to enter our cases. After a little delay we get our cause favourably placed on the list, and we have next to deliver briefs. Mr. Matthews, Q.C., whom we have taken the precaution to retain two months ago, lodges as usual in the quiet abode of the widow Dunn (all hotels are, or were, at the time of which we are speaking, tabooed to the barristers on circuit), and there we deposit his bulky brief, with its little indorsement:

"Mr. Matthews, Q.C..... 50 guas.*
Consult'n..... ..... 5 guas.

55 guas.

With you.

Mr. Dryasdust,
Mr. Pepperemwell."

The other briefs vary only in the lesser amount of the fees marked thereon, and are similarly left at the learned gentlemen's respective lodgings, and now we are free for the day. Mr. Matthews is expected down about six o'clock in the evening, and before the morning he will have to read perhaps a dozen briefs, one or two of which, like our own, may consist of 150 pages of closely written matter, and involve much analysis of dates and facts. To a stranger, the rapidity of apprehension, which the English system of instructing counsel at the last moment produces in the average barrister, seems almost incredible; but there is an equally striking result flowing from the division of the profession into two branches which is not so obvious to outsiders, but must be well known to all, who, as solicitors, have had the task of preparing cases for trial, and have subsequently heard them tried. It is this—that very seldom indeed do counsel present and handle a case in the manner and from the point of view anticipated by the solicitor. The bringing a new mind to bear upon the case almost always results in the case being placed in a fresh light, in the discarding of a host of minor points, and in the battle being lost or won on the real hinges of the matter. The solicitor's careful mind has provided for every contingency, and prepared every detail, and had he to argue his case himself he would be far more prolix, and consequently less forcible than the barrister. This is, we think, the true advantage of the English dual system, and we are bound to say, after some experience of the American plan, that we still give the preference to the old way.

But we must not longer digress. Let us imagine the afternoon and night past, and the day of actual work arrived. Consultation is fixed for half past eight sharp at our leader's chambers, and there accordingly we go and meet Mr. M., and his two juniors. The keen hard lawyer receives us with dignified courtesy. He says little and the consultation does not last ten minutes, but we have had sufficient experience of counsel to know from the little he does say that he has read his brief, a thing by no means to be taken for granted. Mr. Pepperemwell, a pert little dandy with an eye-glass, evidently stayed too late at the county ball last night and has seen nothing of his brief, except the outside, but by the time the case is called he will have picked up enough to vigorously cross-examine one or two weak witnesses on the other side and this

* Guineas.

is all we expect from him. As for Dryasdust a reliable thorough old lawyer, not showy, but true, he has previously drawn the pleadings, and advised on evidence and consequently knows the case almost as thoroughly as we do ourselves.

Entering the civil court, we find ourselves in a large square hall one side of which is occupied by the bench, whilst round the other walls are ranged rows of highbacked, uncomfortable pews, gradually descending as in a class room. The centre space or pit immediately beneath the judge is filled by a large baize covered table, round which sit the members of the bar in lively conversation, the sedateness of their wigs and the vivacity of their countenances forming as odd a contrast as their talk in which racing and law, politics and scandal jostle for predominance. As the judge's door opens, silence instantly obtains, and Manisty, J., a quiet slow old man, as yet blissfully ignorant of the Adams-Coleridge case, takes his seat and begins work. In those days Manisty was considered an exceptionally good lawyer, but weak in his appreciation of facts and wanting in capacity for business. In an appeal court he might have made a reputation—at *nisi prius* he was lost.

We need not recapitulate the various proceedings of an assize trial, which differs in little but its surroundings from an American trial by jury. There is more form and circumstance amongst the Englishmen, but there is also much more rapid despatch of business. Everybody is in a hurry, for the time allotted to the Assize is quite inadequate to the proper trial of the causes set down. Out of the sixteen on the list, probably seven or eight will be tried out, and, of the rest, some will be settled, others sent to a reference and two or three made *remanets* for Gloucester, at which city, being the last place in the circuit, the judges can sit indefinitely and clear off the arrears of the whole circuit. This, of course, applies only to the civil business. On the criminal side, the judge must make a complete jail delivery before leaving each town, no matter how long it takes him or how the other appointments of the circuit are deranged.

As our case is not reached on the first day we have still to stay over, and, indeed, we are in no very great hurry to get away, for we are pleasantly lodged in an old-fashioned, homely hotel, and there is sure to be a race meeting, a county cricket match, or regatta or some kind of festival going on at Assize time, not to mention the minor attractions of the theatre, refreshingly provincial, or the glee club. This last institution deserves, at least, a passing notice. From time whereof the memory of man runneth not to the contrary, the singing men of the cathedral have been accustomed to meet in a tavern once a week and there sing glees and catches together. These meetings are now held in the large hall of an ancient inn and here on the usual night, the good burghers of Worcester are wont to assemble, smoking their long pipes, drinking their clear red ale or fragrant whiskey, and listening to those cheerful old madrigals and glees which are the most truly national music England can boast and which seem never to lose their charm. Long may the good old custom be kept up, not for the sake of gain, for not one copper do the singers receive, but as a living mark of that mild and tolerant feeling which is hereditary with the ecclesiastics of Worcester.

But the pleasantest holiday must end. On third and last day our case is reached, fairly well tried and a special verdict taken. The judge orders the legal points, which are intricate, to be argued before him in London after the circuit is closed, and suspends till then the entering up of judgment. This means more briefs, more fees and considerable delay, but, as our client happens to be a corporation, we do not feel that extreme disgust at the result, which our friend Jones, the solicitor on the other side, vigorously expresses. The judge may be, as he says, an old woman—he may even be right when he calls the barristers sharks, but our corns are not trodden on and why should we grumble? Anyway, the Assize is over and we have only to pay our reckoning at our inn and go home.

—*A. B. M. in Central Law Journal.*

A COUNTRY LAWYER ON LAW REFORM.

To the Editor of the LEGAL NEWS:

SIR,—I am what is called a country law-

yer, and of course have country cases in Review and in Appeal. Now, I have to complain of the present working of the system in both those courts of appellate jurisdiction. I have been in Montreal, from Aylmer, to get a hearing in the Court of Review as many as three times, and my case is still to be heard. In the Court of Queen's Bench it is worse. I have been there four times, and my case is still left to the future. This state of things is intolerable for country lawyers; of course city lawyers can attend to themselves.

Now, what is the remedy? The courts, perhaps, are not subject to reproach. It is the system. The Court of Review, which is only a bastard Court of Appeals, is composed of judges, chiefly of the city, who are crowded by work of original jurisdiction. They cannot do justice to the appellate work. The Court of Appeals is not strong enough in the number of judges to do the work pressing on the Court.

1st. Abolish the Court of Review altogether, and let the judges of the Superior Court do their work.

2nd. Double or treble the number of the judges of the Court of Appeals (Queen's Bench, Civil side), making the quorum four, so that two or three divisions may sit at the same time.

3rd. Let the judges of the Superior Court do the Criminal business, with an appeal to the Queen's Bench.

Why should the time of our judges in Appeal be wasted in running the ordinary Criminal Assizes? The Criminal Court must be presided over by a respectable man who knows some law, and who can guide the jury; but, after all, the matter rests with the jury, and the functions of the Judge are limited to questions of procedure and the admissibility of evidence. Superior Court judges do the work in rural districts, and if a Superior Court judge can hang a man in the country why cannot he do so in the town? All I want to enforce is a uniformity of system. There is no use weakening the Appeal Court by requiring one of its judges to do outside work. The Queen's Bench is an appeal court. Let it be an appeal court only, but let us have its work done, and done up to the handle all the time.

My proposition is to increase the number of judges. Some people will probably object on the ground of economy. What would be the annual expense to increase our present Queen's Bench to three times its present power by having six additional judges? Forty thousand dollars.

Who cares about the expense? The economy of an insufficient judiciary is an economy of candle-ends (*économie de bouts de chandelles*) worthy of nobody.

There is much bad blood made from the delays of the law. Lawyers are blamed, judges are blamed, and in the end they (lawyers and judges) are all set down as humbugs and swindlers, when all the time they are fretting and fuming, trying to get their work in, but cannot because the judging power is inadequate. It is utter nonsense to speak of the arrears of work in appeal, because it cannot be done. If six judges cannot do it, let us have a thousand. With faith you can move mountains; with numbers you can do so too, as witness our Canadian Pacific Railway. Let us have no arrears in legal work. Let people know they can have prompt remedy for their ills, and that lawyers can give relief. Now they are handicapped by the Court of Appeals, and it in its turn is overweighted in point of numerical force.

REFORM.

GENERAL NOTES.

One of the society journals has complained that the American chief justice was somewhat scurvily treated by the bench and profession when in this country. Undoubtedly American lawyers are far in advance of their English brethren in the matter of civilities to individuals. When members of their own body die, a funeral oration is almost inevitable, and in the spirit of a young republic, they are always glad to give cordial welcome to eminent strangers. It was hardly to be expected that Chief Justice Waite would meet with a reception in this country similar to that which was accorded Lord Coleridge in America. His name was probably unknown to most, and his presence in England was known only to a few. Lord Bramwell and other eminent men showed him every civility, and perhaps at another period of the year there would have been a combined recognition of his arrival, and a public tribute paid to the high office which he holds, and which has been filled by so many distinguished men.—*Law Times*, (London.)