The Legal News.

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The decision of the Court of Review, on Wednesday, in the case of *Elliot* v. *Lord*, is of considerable importance to the profession, as it shows the extent of the plaintiff's privilege for costs of suit under Article 606 of the Code of Procedure, as amended by 33 Vict., c. 17, s. 2. The plaintiff in this case had been obliged to go to the Privy Council to obtain his judgment, the decision of the Superior Court in his favor having been reversed by the Queen's Bench. The costs are of course very considerable, and the effect is that in executing the judgment the attorneys for the plaintiff rank by privilege for the costs in three courts, and sweep away the landlord's *gage*. This is a case as hard as that supposed by Chief Justice Meredith in *Bruneau* v. *Gagnon*, 4 Q.L.R. 319. The learned Chief Justice in that case remarked: "If the owner of real estate worth £100, and mortgaged for that sum, were sued in an action of damages, in which the plaintiff's costs amounted even to $200, and the defendant's property were sold to pay those costs, the hypothecary creditor could hardly hope to receive anything; and thus the debtor, who had no interest in the property, after he had hypothecated it to its full value, would have disposed of it to the prejudice, and without the consent of the person really interested in it, namely the mortgage creditor." But the decision in *Elliot* v. *Lord* makes it possible for a claim of perhaps $2,000 instead of $200 to come in before the hypothecary creditor. The security afforded to mortgagees by the Registration law is so seriously disturbed by the amended article of the Code that the Legislature will probably require to consider whether some restriction should not be put upon the privilege.

Dr. Savage, Superintendent of the Bethlehem Hospital, London, in an article in the *Medico-Legal Journal*, defends the position, that unless insanity existed at the time of a marriage, it ought not to be allowed as a ground for divorce. He says: "I pity the unfortunate man or woman who is tied for life to an insane partner, yet the good of the whole body politic has to be weighed against individual suffering. As to this point, I must say that I see no chance of freeing, with safety to society, the partner with an insane companion from his contract. For, in the first place, this could not be done unless the patient were adjudged incurable. And few men of experience would dare to give an opinion of absolute incurability, except in cases in which death would soon give the divorce. The older I grow, and the more cases I see, the less dogmatic do I become in giving absolute opinions of incurability of insanity, as seen coming on in young or middle life. I have seen cases discharged recovered and remain well, after being insane and in asylums for over twenty years. I have seen an intellectual second summer arise when perpetual winter was certainly to have been expected. With such experience, I should myself—if called to give an opinion as to the absolute incurability of a case—only feel justified in giving it when general paralysis, senile dementia, and idiocy were present, for even epilepsy may pass off in time."

Ex-Judge Thompson, the new Minister of Justice of Canada, was first returned to the local legislature of Nova Scotia for Antigonish in 1877, and in 1878 entered the Cabinet, of which Hon. Mr. Holmes was Premier, as Attorney-General. This position he retained until shortly before the general election of 1882, when, on the reconstruction of the Cabinet, he became Premier, and as such appealed to the country, being himself re-elected, although his party was defeated on its railway policy. Mr. Thompson was shortly afterwards appointed a justice of the Supreme Court of Nova Scotia, a position which he has now resigned in order to take the office of Minister of Justice.

Mr. Thompson's successor on the bench is J. Norman Ritchie, Q.C. It has been remarked that the new judge is the fourth member of his family appointed to a seat on the bench. His father, Thomas Ritchie, the son of a United Empire Loyalist, after sitting

in the Legislature of Nova Scotia for many years, was made judge of the Supreme Court. This gentleman married a sister of the late Hon. J. W. Johnston, for a quarter of a century Conservative leader in Nova Scotia, by whom he had a large family. The eldest son, Sir William Johnston Ritchie, is Chief Justice of the Supreme Court of Canada. A second brother, J. W. Ritchie, succeeded ex-Governor Archibald as Judge of Equity in Nova Scotia, and occupied the position until three years ago, when he resigned and was succeeded on the bench by the present Minister of Justice. The newly appointed judge has been at the bar for over a quarter of a century and for some years has been Recorder of the City of Halifax.

SUPERIOR COURT.

QUEBEC, Sept 21, 1885.

Before CASAULT, J.

ROBICHAUD v. LA COMPAGNIE DU PACIFIQUE CANADIEN.

Carrier—Connecting line—Delay after transhipment—Condition.

HELD:—*That the condition on the back of a railway company's shipping bill, exonerating the company from liability for delays after goods are delivered to a connecting line at the extremity of the receiving company's line of railway, is a reasonable condition, and will exonerate the receiving line of railway from responsibility if delay occurs after transhipment to the connecting line has taken place.*

The plaintiff shipped a box at Smith's Falls, on the line of the defendant's railway for the City of Quebec, prepaid freight, and stipulated that the box should go by way of Brockville and thence over the Grand Trunk Railway to Quebec, instead of going by Ottawa and Montreal, *via* the North Shore Railway line. The Company defendants took from plaintiff an ordinary shipping bill signed in duplicate with the usual conditions printed on the back, thereby undertaking to make delivery of the box at Quebec as shipped.

One of the conditions on the bill read as follows:—

"And it is expressly agreed and declared "that the Canadian Pacific Railway Com- "pany shall not be responsible for any loss, "misdelivery, damage or detention that may "happen to goods sent by them if such loss, "misdelivery, damage, or detention occur "after the said goods arrive at stations or "places on their line, nearest to the points "or places where they are consigned to, or "beyond their said limits."

The proof showed that the box was delivered to the Grand Trunk Railway Company at Brockville as agreed, upon the day after it was shipped from Smith's Falls, and that the Grand Trunk Railway Company gave a receipt for the box, undertaking to deliver it at its destination.

The plaintiff sued for the recovery of $100 damages on account of delay experienced of over six months before delivery was made.

The following was the judgment of the Court:—

"Attendu que la boîte mentionnée dans la déclaration du demandeur, devait, à sa demande, être transportée par la défenderesse de Smith's Falls à Brockville et par la compagnie du chemin de fer du Grand Tronc du Canada, de Brockville à Québec, et que, quoique la dite défenderesse ait reçu le fret pour le transport de la dite boîte jusqu'à Québec, elle avait, par la lettre de voiture donnée au demandeur, stipulé expressément entre autres conditions spéciales, qu'elle l'expédiait à celle qu'elle ne répondait pas de la perte ni de la détention d'icelle, ni des dommages qu'elle pourrait subir au-delà de ses limites;

"Attendu que la dite défenderesse a, le 29 septembre 1883, le lendemain de sa réception, remis la dite boîte à la compagnie susdite du Grand Tronc, à Brockville, et que la détention de la dite boîte dont se plaint le demandeur n'a eu lieu qu'après sa remise à cette dite dernière compagnie; et que la condition susdite dans la dite lettre de voiture était raisonnable; et que, étant une des conditions du contrat entre la défenderesse et le demandeur, elle liait ce dernier; et que la défenderesse n'est pas sous ces circonstances, responsable pour les délais apportés à la livraison de la dite boîte après qu'elle l'eût remise à la dite compagnie du Grand Tronc de chemin de fer du Canada, l'action du dit demandeur est renvoyée avec dépens distraits tel que demandé."

Action dismissed.

TRIBUNAL CIVIL DE LA SEINE, FRANCE.

Paris, juin 1885.

MONTEL v. DUHAMEL et al.

Mandataire—Accident—Responsabilité.

JUGÉ: *Que le propriétaire d'un cheval qui prend le mors au dent et ne peut plus être contrôlé, est responsable des dommages que cause cet animal, lors même que le propriétaire l'aurait confié à un de ses serviteurs pour un service spécial, et que, dans l'exécution de ce service, celui-ci l'aurait remis à un tiers, en la possession duquel était le cheval lorsque l'accident a eu lieu.*

Le 7 novembre 1880, M. B...., lieutenant au... régiment d'artillerie, était allé à cheval à Bois-Colombes pour rendre une visite à ses parents. Il était suivi de son ordonnance L... qui montait un autre cheval. Arrivé à destination, le lieutenant B... confia son cheval à L... en lui recommandant de le ramener à Paris à l'école militaire.

A l'entrée d'Asnière L... rencontra un nommé Duhamel à qui il demanda son chemin, et l'ayant fait monter sur le cheval du lieutenant ils s'engagèrent tous deux dans les rues d'Asnières. Arrivant sur la place du marché, Duhamel ne put modérer l'allure de son cheval, qui renversa la dame Montel, mère de trois jeunes enfants et la piétina. Cette dernière mourut quelques heures après des suites de ses blessures.

Par jugement du tribunal correctionnel de la Seine, Duhamel avait été condamné à un mois d'emprisonnement et L... à 50 fr. d'amende, celui-ci avait été puni par l'autorité militaire.

A la suite de cette condamnation, le sieur Montel au nom de ses trois enfants mineurs avait assigné Duhamel et le lieutenant B... comme responsables de l'accident, en dommages-intérêts.

Le tribunal civil de la Seine a rendu un jugement qui a condamné le lieutenant B... et Duhamel solidairement, à payer à Montel ès-qualités, la somme de 4,500 fr. et a ordonné que cette somme sera employée par les soins des défendeurs à l'achat de trois titres de rente 3 p.c. sur l'Etat français, d'une valeur égale à 1,500 fr. de capital chacun, qui seront immatriculés chacun au nom de l'un des mineurs Montel. L... et Duhamel ont été en outre, condamnés aux dépens.

Le tribunal a motivé son jugement sur l'article 1384 du Code Civil. L... et Duhamal doivent être considérés comme les préposés du lieutenant B...; et l'article 305 de l'ordonnance du 2 novembre de 1883, sur le service intérieur des troupes à cheval ne s'applique pas, la responsabilité dans l'espèce doit être jugée d'après le droit civil et les règles du mandat.

(*Rapport de Maître Albert, Journal de Paris.*)
(J. J. B.)

APPEAL REGISTER—MONTREAL.

Sept. 15, 1885.

Fairbanks & Barlow & O'Halloran.—Heard on motion by each respondent (Blodgett, O'Halloran and South Eastern Ry. Co.) for dismissal of the appeal; also on motion of appellant for leave to produce reasons of appeal. C. A. V.

Mowry & The Quebec Central Railway Co.—Heard on motion for leave to appeal from interlocutory judgment. C. A. V.

Coursol & Les Syndics de la paroisse de Ste. Cunegonde.—Heard on application for privilege. C. A. V.

Stephens & Gillespie.—Heard on merits. C. A. V.

Bury & Silberstein.—Heard on merits. C. A. V.

Sept. 16.

Coursol & Les Syndics de la paroisse de Ste. Cunegonde.—Application for hearing by privilege granted.

Fairbanks & Barlow & O'Halloran.—The three motions of respondents for dismissal of appeal granted as to costs. Appellant's motion to be relieved from foreclosure granted without costs.

Mowry & Quebec Central Railway Co.—Motion for leave to appeal rejected with costs.

Longtin & Charlebois.—Motion for dismissal of appeal. The appellant making default, the appeal was dismissed.

Mullin & McCready.—Heard on merits. C. A. V.

Malbœuf & Laurendeau.—Heard on merits. C. A. V.

Baylis & Stanton.—The parties file a declaration that the present case has been settled

out of court. In consequence it is ordered that the cause be put out of court, and that the record be remitted.

Sept. 17.

Vineberg & Moss.—Heard on motion to dismiss appeal. C. A. V.

Senecal & Hatton & Hibbard.—Heard on motion of Hibbard that execution be allowed. C. A. V.

Black et al. & Dorval.—Heard on merits. C. A. V.

Marchildon & Charland.—Heard on merits. C. A. V.

Neil & Craig.—The appellant was heard on merits, the respondent not appearing. C.A.V.

Macdougall & Demers. — Part heard on merits.

Sept. 18.

Ex parte Elise Lepage, petitioner for *habeas corpus ad subjiciendum.* Heard on petition to be authorized to *ester en justice*, and to be permitted to proceed *in forma pauperis.* C. A. V.

Dorion & Crowley.—Motion to dismiss appeal. Granted for costs.

Grothé & Saunders.—*Acte* is given of the production of the suggestion of appellant's death.

Macdougall & Demers.—Hearing on merits concluded. C. A. V.

Corner & Byrd.—Heard on merits. C. A. V.

St. Lawrence Steam Navigation Co. & Lemay. Heard on merits. C. A. V.

Sept. 19.

Elise Lepage, petitioner for *Habeas Corpus.*—Petitions to be authorized to *ester en justice*, and to be permitted to proceed *in forma pauperis*, granted.

Filiatrault & Belair.—Heard on petition for leave to appeal. C. A. V.

De Bellefeuille & Prudhomme.—Petition for leave to appeal rejected.

Bell & Court & McIntosh.—Inscription struck.

Hamilton Powder Co. & Lambe (Two cases).—Heard on merits. C. A. V.

Sept. 21.

Dickson & Galt.—Heard on motion to quash writ of appeal. C. A. V.

Northwood & Borrowman & Borrowman.—Heard on petition to take up *instance* for respondent, and on appellant's motion for security for costs. C. A. V.

Thayer & Foley.—Heard on the merits. C. A. V.

Dorion & Crowley.—Heard on merits. C. A. V.

Grant & Federal Bank of Canada.—Heard on merits. C. A. V.

Charland & Hus.—The appellant not appearing, appeal dismissed.

Sept. 22.

Hubert & City of Montreal & Delle. H. Hubert.—Heard on demand for *acte* of *desistement* by Delle. H. Hubert, and on petition of Barnard & Barnard for suspension of proceedings until payment of their costs. C. A. V.

Muldoon & Dunn.—Heard on petition for appeal. C. A. V.

Jones & Powell. — Heard on the merits. C. A. V.

Bessette et al. & Gerbié.—Part heard on merits.

Sept 23.

Ex parte Massé.—Petition to be appointed a bailiff of this Court granted.

Reinhardt & Davidson.—Motion for dismissal of appeal granted for costs.

Exchange Bank & Cheney.—Motion for dismissal of appeal granted for costs.

Bessette et al. & Gerbié.—Hearing on merits concluded. C. A. V.

Coursol & Syndics, Ste. Cunegonde.—Judgment confirmed.

City of Montreal & Walker. — Heard on merits. C. A. V.

Lemay & Laganière.—Heard on merits. C. A. V.

May & McIntosh.—Submitted on factums. C. A. V.

Sept. 24.

Vineberg & Moss.—Motion to dismiss appeal rejected.

Senécal & Hatton & Hibbard.—Motion of Hibbard that record be sent down and execution allowed, granted.

Filiatrault & Belair.—Petition for leave to appeal, rejected.

Dickson et al. & Galt.—Motion for dismissal of appeal granted as to Dickson, and rejected as to Wanless.

Northwood & Borrowman & Borrowman.—Respondent's petition to take up *instance* granted. Appellant's motion for security for costs rejected. Cross, J., diss.

Lamoureux & Parker.—Appeal dismissed, the appellant not appearing.

Wheeler & Dupaul.—Motion for new security granted; delay to give new security to 1st day of next term.

Rouillard & Lapierre.—Heard on merits. C. A. V.

Humphrey & Ross. — Heard on merits. C. A. V.

Wheeler & Black.—Heard on merits. C.A.V.

Hebert & Cantwell. — Heard on merits. C. A. V.

Lamarche & Enault. — Heard on merits. C. A. V.

Sept. 25.

Hubert & City of Montreal & Hubert.—*Acte* of the *desistement* is given in so far as Miss Hubert is concerned, reserving to Messrs. Barnard & Barnard, all recourse they may have under the judgment of this Court. Petition of Barnard & Barnard rejected without costs.

Cross & Windsor Hotel Co.—Judgment reversed.

Duchesneau & Lizotte.—Judgment reversed, each party paying his own costs in all three courts.

McShane & Millburn.—Judgment reversed. Motion for appeal to Privy Council granted.

McShane & Hall. — Judgment reversed. Motion for appeal to Privy Council granted.

Johnson & Consolidated Bank.—Judgment confirmed.

Fisher & Evans.—Judgment reversed.

Exchange Bank & Pichette.—Judgment confirmed.

Le Séminaire de St. Hyacinthe & La Banque de St. Hyacinthe.—Judgment reversed, Tessier, J., diss.

Jones & Cuthbert.—Judgment confirmed.

Blumenthal & Forcimer, & Tait et al. & Jones et al.—Motion for leave to appeal from interlocutory judgment rejected.

Bell & Court & McIntosh.—Writ returned.

Reg. v. *Laporte.*—Case settled by surrender of child, without costs.

Burroughs & Wells.—Four days' delay to file factum.

Butler & Ross.—Motion for leave to appeal from interlocutory judgment, rejected.

Robinson & Canadian Pacific Railway Co.—Motion for leave to appeal from interlocutory judgment granting a new trial. Motion granted.

Sept. 26.

Muldoon & Dunn.—Motion for leave to appeal granted.

Brunet & Corporation du Village de St. Louis.—Judgment confirmed.

Whitehead & White.—Judgment confirmed.

Corbett & Corporation of Huntingdon.—Judgment confirmed, Tessier, J., diss.

D'Orsennens & Christin.—Judgment reversed.

McGibbon & Bedard. — Record produced, and rule discharged.

Grothé & Saunders & Grothé.—Petition for *reprise d'instance* granted by consent.

Heathers & Forest.—Judgment confirmed.

Rouillard & Lapierre.—Judgment confirmed.

Humphrey & Ross. — Judgment ordering record to be sent back to prothonotary, each party paying his own costs. Ramsay, J., diss.

Bell & Court & McIntosh.—Papers filed by the prothonotary.

The Court adjourned to Nov. 15.

RECENT U. S. DECISIONS.

Evidence—Marriage.—A marriage may be proved, even in a criminal prosecution, by the testimony of one who was present at the celebration. Maxwell, J., said: "At common law, in trials for polygamy, adultery, and criminal conversation, proof of marriage must be made by direct evidence or its equivalent. 2 Greenl. Ev. § 461; 1 Phil. Ev. (4th Amer. Ed.) 631, 632. But, even at common law, proof of a marriage having been celebrated by a person who was present, was sufficient. 1 Phil. Ev. 632. *Hemmings* v. *Smith*, 4 Doug. 33. Any person who was present when the marriage took place is a competent witness to prove the marriage; and it is enough that he is able to state that the marriage was celebrated according to the usual form, and he need not be able to state the words used. *Fleming* v. *People*, 27 N. Y. 329. In this state no proof of the official character of the person performing the ceremony is necessary, and his certificate or a copy of the record, duly certified, will be received in all courts and places as presumptive evidence of marriage. In the absence of evidence to the contrary, the statute of Pennsylvania will be presumed to be like our own. *Moses* v. *Com-*

stock, 4 Neb. 519. Story, Confl. Laws, § 637. The marriage was abundantly proved, and was followed by the parties living together as husband and wife for more than twelve years. They evidently regarded it as a valid marriage, and such we have no doubt, from the evidence before us, it was." *Lord* v. *State*, S. C. Neb., May 12, 1865 ; 23 N. W. Repr. 507.

THE "AMOVAL" OF MR. JUSTICE WILLIS.

The doubt cast upon the legality of the tribunal by which Riel was tried, implied by the appeal to the Judicial Committee of the Privy Council, calls to mind a previous instance in which the authority of a Canadian court of justice was disputed under remarkable circumstances. As early as 1827 the project, which was not carried out for several years afterwards, of establishing a court of enquiry in Upper Canada, had been taken into consideration by the Colonial office. An English barrister of some reputation and whose marriage to a daughter of the Earl of Strathmore had given him a share of social influence beyond what was due, perhaps, to his professional position, was proposed as a fit person to undertake the duties of the new office. Meanwhile, the post of puisne judge of the Court of King's Bench being vacant, the barrister in question, subsequently known as Judge Willis, was offered and accepted it. On his arrival in Canada, he and Lady Mary, his wife, were well received by Sir Peregrine Maitland, at that time lieutenant-governor of the province, and the example thus set was generally followed by the society of York, as Toronto was then called. But before long, the new judge found himself at loggerheads with the entire official world of Upper Canada. Between him and his brethren of the Bench the relations were by no means cordial, and Attorney-General Robinson and he openly indulged in charges and recriminations that did not add to the dignity of the court.

In 1828 the chief justice, the Hon. Wm. Campbell, obtained leave of absence for six months and the consequence was that the Court of King's Bench was left with only two puisne judges, the Hon. J. P. Sherwood and Mr. Justice Willis. The feelings which they entertained for each other were the opposite of friendly and this enmity made more pronounced, if it did not often give rise to, serious differences of opinion. Hardly a case came before them on which they found it possible to agree. But a wider breach was yet to come. Examining the constitution and powers of the court, Judge Willis felt himself forced to the conclusion that the absence of the chief justice invalidated the proceedings, and this conviction was followed by the grave decision that it was his duty to withdraw from the Bench. At the same time he expressed regret that he had entered at all on the discharge of judicial functions under such conditions. The announcement, as may be imagined, caused the utmost excitement. If the practice of the court had been wrong, everything theretofore done without the presence of the chief justice and two puisne judges was null and void, and uncertainty was cast over decisions which had been accepted without the least misgiving.

The result of his action was, however, altogether different from what Mr. John Walpole Willis had expected. Not only did the Judicial Committee of the Privy Council fail to sustain his view, but the law officers of the Crown expressed the opinion that his conduct justified his "amoval" from office and the appointment of a successor. Judge Willis, nevertheless, was not without supporters, among his sympathizers being Dr. Baldwin and his more famous son, Dr. Rolph and Mr. John Galt, the author, the father of Sir A. T. Galt.—*Gazette.*

A WRIT OF ELEGIT.

We had our judgment, but what were we going to do with it? The few sticks of furniture that garnished the defendant's domicile were covered by a bill of sale, duly registered and hopelessly unassailable. There was something mysterious about the whole affair. From our letter of application down to the present moment the debtor had made no sign. Our process-server had never seen him; none of the neighbours knew anything about him. Upon the statements of his wife and daughter, palpable, contradictory lies, we had procured substituted service, and no reasona-

ble man could have read the affidavits upon which the order for such service was granted without coming to the conclusion that here was a plain case of willful evasion of the writ within the meaning of the act. We took the unusual course of notifying the defendant by letter that judgment had passed against him, and would have been glad to come to almost any kind of arrangement, but still he kept silence.

Things rested thus for some weeks when one day the plaintiff came to us with the welcome news that there was a row of cottages in a neighboring village, the rents of which were weekly collected by the debtor's wife. An examination of the assessment-roll confirmed our client's statement. The houses stood in the defendant's name, and he paid the taxes. A writ of *elegit* was quickly taken out and sent down to the sheriff at the county town. For reply, came a polite intimation that a considerable deposit (£20, if we remember right) was required by that functionary before taking any steps. This sent us to our books, and we found that we were embarking on a voyage of discovery amongst shoals of technicalities heretofore unexplored by any local practitioner. None of our friends could give us any assistance, for none of them had ever had occasion to procure a writ of *elegit* through its regular and lengthy career. However, our client was determined to see the thing through, and we made the deposit.

It was now for the sheriff to appoint a day, and summon a jury to decide the issue whether or not the lands and hereditaments described in our writ were in the true and lawful seisin of the defendant. The day being fixed, we subpœnaed the rate collector of the parish to attend with his books, and as an extra safeguard we took along the clerk to the assessors. These two worthies, average specimens of the rustic parochial official, were in a state of great trepidation at what they considered our most high-handed and unprecedented proceedings, but by dint of vigorous threats, combined with a liberal allowance of conduct money, we got them into line, and on the appointed day we all set off together for S., to go through a performance which, as the head of our firm declared, was as novel to us as if it had been an action in Japan.

Arrived at the county town we found the acting sheriff absent, and his place supplied, *pro tem.* by the most old fashioned attorney we ever had the good fortune to encounter. To look at him was to go back to the days when George the Third was king — tall, gaunt and ancient, his neck was enveloped in voluminous folds of not immaculate neck cloth. A veritable frill, worth three times its marketable value for the South Kensington Museum, protruded from his breast, and shone in strong relief against the dress-coat of rusty black, which completed his outward attire. His manner was a strange blending of dignified courtesy and nervous timidity. A poor, proud, foolish old man was he, but undeniably a gentleman. Whilst we were busy arranging our papers the jurors began to arrive by ones and twos. Most of them seemed rather bewildered. It was neither assize nor quarter sessions — what then were they wanted for? Where were the judge, the prisoner, the barristers, the audience? Each looked at his friend, and saw his doubts reproduced in his fellow's face.

As soon as the necessary twelve were present our ancient friend ascended the bench, and with an air that would have done credit to my lord chief justice, directed his clerk to swear the jury. This done, we opened our case, briefly explaining the purpose of our assembly, and proceeded to call our witnesses. Very strict and formal was the temporary judge, but everything was complete, and in a quarter of an hour we were ready for the verdict. Not so our worthy patriarch. It was not every day that he sat in the seat of the judges of the land, and accordingly he favored us with a most elaborate oration, disguised as a summing up, going into the whole history of the writ of *elegit*, and quoting statutes by the yard. The jury were evidently getting befogged, and when at last D. ceased, we should not have been surprised had they returned a verdict of accidental death, or any other irrelevant absurdity, such as usually close mock trials at sea. The clerk, however, kept them straight, putting the verdict, word for word, into the foreman's mouth, and so, after paying a few more fees, and cracking a bottle with the *quondam* judge, we got the sheriff's return, and started home.

Our client was now the legal owner of the property. Had it become necessary to transmute that legal ownership into actual possession we should have been compelled to go to chancery, and the papers actually went up to counsel to draw the petition, but in the meantime the defendant appeared on the scene, and the mystery was solved. The notices sent by us to the tenants to pay their rents into our hands broke the spell, and it appeared that this was the first intimation the poor fellow had ever received of the action. Old, bedridden and illiterate, he had, months before the account was given us for collection, sent his wife and daughter with the cash to pay our client. It was the only debt left outstanding from his former business, and he felt happy in the thought that he owed no man. His wife and daughter shamefully deceived him. They kept the money for their own purposes, and when our legal missiles rained upon them they artfully contrived to keep the old man in ignorance of every thing. It never crossed their stupid minds that the real property could be attacked. The original debt was £120; our costs amounted to nearly as much more, and in the end our client paid our bill, and took a mortgage on the property (which was of ample value) to cover the whole amount. Thus ended the struggle between the women and the law: our first and last experience with a writ of *elegit*.—A. B. M. in *Albany Law Journal*.

GENERAL NOTES.

A lawyer was prosecuting a horse case in a justice's court. Being desirous to have the horse exhibited in court, he issued *subpœna duces tecum* to the defendant to produce the horse. A new use to put this writ to, but we are advised in this case it secured the result desired.—*Kansas Law Journal*.

At the Sheriff's Court, Preston, on Wednesday, June 24, before a jury, the case of *McAlden* v. *Schnedeerhe* was tried. On April 24 last the plaintiff and the defendant were at an hotel in Barrow-in-Furness. The defendant asked the plaintiff to stir the fire, and while he was doing so poured a box of red dye over McAlden's head, observing that he was phrenologically feeling his bumps. The defendant then exclaimed, jocularly, "You will be a red devil for three months." The plaintiff tried to wash off the dye, but the more he rubbed the deeper the color became. His face and hair were stained, his collars, clothes and bedclothes spoilt, and when he went into the street the boys and girls shouted, "Red Indian!" He appeared in court with a finely polished scarlet countenance and a head of bright chestnut hair. The defendant, who was manager of the Flax and Jute Works, Barrow, had been in the habit of carrying a box filled with red powder, which he distributed as snuff, the effect being to dye his friends' nostrils a deep carnation. The damages were assessed at £20.

The Master of the Rolls, whose elevation to the House of Lords receives the hearty approbation of the legal profession, is to take the title of Lord Esher, from the well-known village in Surrey, in which he formerly lived, and where his brother, Major Sir Wilford Brett, K. C. M. G., lives. His predecessors in office who have been made peers are not numerous. They are Lords Romilly, Langdale, Gifford, Colepeper, and Kinloss. The last-named, who lies in the Rolls Chapel under his effigy in his robes of office, was Edward Bruce, a Scotch lawyer, who came to England with King James. Lord Colepeper was Master of the Rolls in days when law gave way to arms, and earned his title by his services in the field to King Charles I. The rest of the peers named were, like the new peer, distinguished lawyers. The eldest son of the Master of the Rolls is Mr. Reginald Brett, M.P. for Penryn and Falmouth, and private secretary to the Marquis of Hartington. The creation not only bestows a well-earned distinction, but secures to the public in the future the services in the highest Court in the country of one of its ablest lawyers.—*Law Journal*.

Mixed Marriages.—There is a probability that the distressed heroine whose woes arise out of the fact that, being an Englishwoman, she marries a Frenchman, without any knowledge of the French marriage laws, will soon become out of date. Lord Granville recently replied to a letter on the subject from the Bishop of Manchester, to the effect that the Foreign Offices of London and Paris had agreed upon a form of certificate which should be issued by the French Consuls, throughout the United Kingdom, before the celebration of marriages between French and English subjects. There can be no question about the value of such a document, setting forth that the requirements of the French code have been complied with to the satisfaction of the Consul issuing it. But it would be still better if it were known that such a certificate would be received in any French court of law as in itself constituting indisputable proof that an English marriage had been performed in strict accordance with French law. Having addressed an enquiry to the French Consulate on this point, we are politely informed by M. Cochelet, the Vice-Consul, that "the instructions received from the Foreign Office in Paris are silent on the subject." It should be added, indeed, that in a letter from M. Napoleon Argles, the solicitor to the Consulate, which was published a few weeks ago, that gentleman declares that when the Consular certificate has been obtained, the marriage "can be proceeded with, without risk of being annulled." This, of course, would be the natural assumption, from the formal nature of the document; but it would be more satisfactory if the inference of M. Argles were corroborated by an express declaration from the French Foreign Office.—*Pump Court*.