The Legal News.

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The Lauderdale Peerage case, the facts of which will be found on page 193 of this volume, has been decided in favour of Major Maitland. The report of the decision of the House of Lords has not yet appeared, but the effect of the judgment is to maintain the validity of the marriage of Sir Richard Maitland in New York prior to the Revolution.

Some of our contemporaries, as for instance, the *Boston Law Record* and the *Columbia Jurist*, suspend publication during the Long Vacation, and this, of course, is a simple expedient for tiding over the dogdays. We have endeavoured hitherto to let the *Legal News* appear with as much regularity as our other engagements would permit, but this summer an unavoidable absence has delayed our issue for a few weeks. The numbers in arrear will be issued as speedily as possible, so that there will be no break in the volume. Some of our correspondents will please accept the same reason for apparent inattention to their communications.

THE CASE OF RIEL.

The Riel agitation has not made much impression on the country as yet. It does not follow that by dint of clamour an excitement in his favour may not be stirred up. The political agitator is impelled by necessities that render him very persistent, and he may, perhaps, be aware of the fact that a bad argument is almost as effective as a good one, and that a volley of contradictory arguments answer his purpose better than the most closely reasoned theme. His object is to captivate votes, and what is repulsive to one voter may be very taking to another. The speeches attributed to the speakers at the recent meetings at Montreal, Levis and Ottawa strikingly illustrate the peculiar dangers of mass-meetings. The arguments put forth on these occasions seem to embrace three propositions utterly discordant and contradictory. The first is that Riel is not morally to blame; that he was moved by highly patriotic sentiments, and that his rising was justified in all save the result. If this proposition be true, he should not only escape punishment, but he should be rewarded; and we ought to sigh over the success of General Middleton and the Volunteers. With the people who believe this proposition it is impossible to discuss. They are the avowed enemies of the country in which they live, and their advice as to how to deal with Riel should be totally disregarded.

The next argument is that Riel is not morally responsible for his acts, because he is insane. It must be evident that this line of defence is incompatible with a justification of his acts. It would be a curious conclusion, even for the attendant physician of a lunatic asylum, to arrive at, that a man was mad because he was a patriot. In a legal aspect, it is not more tenable that a man is irresponsible because he enters on an ill-considered and hopeless enterprise. If we are to adopt the doctrine that the enormity of a crime is the moral justification of its author, then we had better declare without circumlocution that *crime is a disease*. The materialist has much to say in support of such a theory. How it will be received by the moralist, there can be little doubt. If reprehensible it is not less so because covertly advanced.

The third argument is put forward by Mr. L. O. David. Its form is unexceptionable. He says, the highest penalty of the law should not be inflicted on political criminals. If not the highest then why the lowest? The extent of punishment may, to some extent, be regulated by the idea of a fitting retribution; but the main guide of the law-giver in apportioning punishment is the danger of the offence to society. Now it cannot be questioned that no offence can be considered of greater magnitude in itself, or more perilous to a nation than an armed attack on its government. The common accompaniment of such a crime is, as it was in the present

case, wholesale robbery and many murders. I say then that it is not only the right, but the duty of government to protect its subjects from the repetition of such a dangerous offence by inflicting on its principal instigators the highest penalty recognized by law. To the airy philanthropist Mr. David's doctrine may appear a fine thing, but like many other sentimentalities it is anti-social.

There is but one argument for the commutation of Riel's sentence, that can be logically advanced, it is that he, and the population of which he is one, were suffering unendurable wrongs, and that the government provoked the outburst by its misdeeds. Of course this is a point on which ministers are perfectly informed; and if they are persuaded the accusation against them is true, their duty manifestly is to minimise the prisoner's punishment, regardless of the self-condemnation implied in so doing. So far as we know, however, there is nothing to support such a pretention. There was a good deal of declamation in Parliament about unsettled claims, and small individual grievances to be redressed, but no one ventured to suggest that there was any ground for absolving those who rose in rebellion on this account. Mr. Girouard, who seems rather favourably disposed towards Riel, says there is no ground for blaming the government in the matter.

Mr. Girouard has, however, drawn attention to one point hitherto unnoticed, or, at all events, not so definitely enounced, namely, that Riel could not be tried for *treason* under the statute giving criminal jurisdiction to a magistrate and six jurors. If there be anything in this objection, it will not be difficult to find lawyers in a position to assign causes of error on which the Minister of Justice will have to decide. Culpable as Riel notoriously is, he is entitled to a trial under the law, and those who most strongly condemn him, and who least sympathize with one, as solicitous about his own life as he was regardless of that of others, will be the readiest to say this much for him. But while doing so, public opinion should protest against any legal proceedings being made a loop-hole to get timid politicians out of a seeming difficulty.

R.

MARINE ZONE.

In Mr. Henry's recent admirable book on Admiralty Jurisdiction and Procedure,* the law in reference to the territorial coast-line is thus succinctly stated:—

"The territorial jurisdiction of a nation over waters within its jurisdiction, and within the three mile zone of the shore, does not extend to vessels using the ocean as a highway and not bound to a port of the nation. And a vessel may pass, in its voyage along the shore of another nation, without subjecting itself to the law of the littoral sovereign, and retain all the rights given by the law of its flag. This authority or claim of jurisdiction over the ocean within the three mile zone of the coast, is said and shown by Lord Chief Justice Cockburn to be a shrinkage of the claim of jurisdiction over the *mare clausum*, which was never acknowledged, and is now abandoned, and to exist only for the protection and defence of the coast and its inhabitants. Mr. Webster, in his letter to Lord Ashburton, quoted in Wheaton's Law of Nations, says:—'A vessel on the high seas, beyond the distance of a marine league from the shore, is regarded as part of the territory of the nation to which she belongs, and subjected, exclusively, to the jurisdiction of that nation. If against the will of her master or owner, she be driven or carried nearer to the land, or even into port, those who have, or ought to have control over her, struggling all the while to keep her upon the high seas,' she remains 'within the exclusive jurisdiction of her government.' This was written in the case of the Creole, an American vessel, carried into Nassau by persons who had been slaves in Virginia. The same reason which governs in the case of a vessel driven by weather or by violence within the three mile jurisdiction, applies to a vessel the necessities of whose voyage compel her to pass within the same zone."

The summary above given exhausts the subject in its relation to the civil side of admiralty. The probability, however, a few

* The Jurisdiction and Procedure of the Admiralty Courts of the United States in Civil Causes on the Instance side. By Morton P. Henry. Philadelphia: Kay and Brother, 1885.

months back, of a collision on our seas between Great Britain and Russia, led to an examination of the same question in its relation to the extent of the territorial marine sovereignty which entitles a neutral to preclude belligerents from discharging artillery on its marginal waters. The same question may at any time arise in reference to the discharge, either maliciously or negligently, of dangerous projectiles at sea, in such a way as to threaten or commit injury on shore.

On this interesting question the following observations may be made:—As is well known, it was for a long time held in England, that the sovereign is entitled to exercise police jurisdiction over a belt of sea extending three miles from his coast. The reason that was given for this limit was that cannon balls were, in those days, not known to exceed three miles in range, and that if the three mile limit was secured, a sovereign would be fully able to protect his inshores from marauders. Nor does this reason apply exclusively to hostile operations. We can conceive, for instance, of a case in which armed vessels of nations, with whom we are at peace, might select a spot within cannon range of our coast for the practice of their guns. A case of this character took place not long since in which an object on shore was selected as a point at which to aim for the purpose of practicing, projectiles to be thrown from the cruiser of a friendly power. Supposing such a vessel to be four miles from the coast, could it be reasonably maintained that we had no police jurisdiction over such culpable negligence? Or could it be reasonably maintained that marauders, who at the same time would not be technically pirates, could throw projectiles upon our shores without our having any opportunity whatever of bringing them to justice? The answer to such questions may be drawn from the reason that sustained a claim for a three mile police belt of sea in old times. This reason authorises the extension of this belt for police purposes to nine miles, if such be the range of cannon at the present day. This, it should be remembered, does not subject to our domestic jurisdiction all vessels passing within nine miles of our shores, nor does it give us an exclusive right to fisheries within such a limit, or within such greater limit as greater improvements in gunnery might suggest. But following the distinction taken by Mr. Henry, we feel entitled to say that our coast authorities should have police jurisdiction over all offences committed by persons on shipboard which take immediate effect on shore. This jurisdiction, however, would not be in the Federal courts, supposing that the injury be inflicted within the bounds of a State. The offence, having taken effect within a State, would fall within the range of State jurisdiction.

That a sovereign has a police jurisdiction over all offences committed by means of shot from a ship taking effect on shore is maintained by very high authority. "The extension," says Perels (Das Internationale öffentliche Seerecht der Gegenwart), "of the line depends on the range of cannon shot at the particular period. It is however at such period the same for all coasts." To this effect is cited Martens, Précis i, p. 144; Bluntschli, § 302; Heffter, § 75; Klüber, § 130; Ortolan, i, 153; and Schialtarella, Del Territorio, p. 8.

Mr. Lawrence thus states the rule: "The waters adjacent to the coast of a country are deemed within its jurisdictional limits only because they can be commanded from the shore." (Note to Wheaton, p. 846.)

According to Gessner, "Les droits des riverains ont été augmentés par l'invention des canons rayés." As far as a State can protect itself, so far does its jurisdiction extend. (Kent, i, p. 158.) "La plus forte portée de canon selon le progrès commun de l'art à chaque époque."

"Inasmuch as cannon-shot can now be sent more than two leagues, it seems desirable to extend the territorial limits of nations accordingly. *The ground of the rule is, the margin of the sea within reach of the land forces, or from which the land can be assailed.*" (Field Int. Code, 2nd ed., § 29.)

"It is probably safe to say," says Mr. Hall (Int. Law, 127), "that a State has the right to extend its territorial waters from time to time at its will, with the now increased range of its guns, though it would undoubtedly be more satisfactory than an arrangement upon the subject should be arrived at by common consent."

The United States, following the precedent of Great Britain, have made it an offence to transship foreign goods within four leagues of the coast; * and this has been held by the Supreme Court of the United States to be consistent with international law.† It is no doubt argued by Sir R. Phillimore, that a statute of this class cannot be enforced against foreign States unless by adopting a similar provision they have incorporated it, so far as concerns the parties, into the Law of Nations. But it may be replied that a State cannot be expected to permit the waters surrounding it, at least within cannon shot of the shore, to be the site of smuggling adventures, or of the illegal transfer of goods; and so far as this limit goes, it should be entitled to enforce its rights against all intruders. It would seem right, therefore, that for the two purposes of defence against aggression and prevention of interference with its trade, a State should have jurisdiction over the seas washing it, as far as cannon shot extends. If there be no such jurisdiction, there would be no tribunal having cognizance of the offence of throwing projectiles from the sea on to the shores. The offence is not piracy by the Law of Nations, no matter how great may be the damage inflicted. It is not an offence by Federal statute. But no matter how great may be the distance at which the projectile is thrown, the offence, if consummated in a State, is subject to such State.—*Francis Wharton in Albany Law Journal.*

COURT OF QUEEN'S BENCH, MONTREAL.‡

Faits et articles—Divisibilité de l'aveu—Réponse invraisemblable—Preuve contraire—Circonstances—Art. 1243 *C.C. et* 231 *C.P.C.—Jugé*:—Que l'aveu d'une partie qui reconnaît avoir reçu une somme d'argent réclamée par l'action, mais qui prétend avoir reçu la dite somme à titre de don et non à titre de prêt, peut être divisé lorsque cette prétention paraît tout à fait invraisemblable en vue des circonstances de la cause et du caractère des parties. Et l'admission contenue dans l'aveu ainsi divisé peut servir de commencement de preuve par écrit, de manière à permettre l'introduction de la preuve testimoniale pour contredire la prétention invraisemblable de la partie interrogée, et pour établir les véritables circonstances.—*Raymond* dit *Lajeunesse*, appelant, et *Latraverse*, intimé.

Vente—Revendication—Privilége—Faillite—Insolvabilité—Livraison—Art. 1998, *C.C.—Jugé*:—1o. Que les provisions de l'article 1998 C. C. limitant l'exercice du privilége du vendeur aux quinze jours qui suivent la vente dans les cas de faillite, s'appliquent non seulement au cas de faillite sous l'empire d'un acte de faillite, mais au cas d'insolvabilité sous le droit commun, quand un commerçant cesse ses paiements (Art. 17, § 23).

2o. Que lorsque l'acheteur y consent, le vendeur qui est dans les conditions voulues pour revendiquer, peut se faire remettre à l'amiable les marchandises vendues, sans avoir besoin de les faire saisir par voie de revendication.

3o. Que l'expression "les quinze jours qui suivent la vente" dans le dit art. 1998, doit s'entendre de la vente parfaite, et partant si les marchandises sont vendues au poids, au compte ou à la mesure, et non en bloc (Art. 1474, C.C.), le délai pour revendiquer ne commencera à courir que du moment où elles auront été pesées, comptées ou mesurées.—*Thibaudeau et al.*, appelants, et *Mills et al.*, intimés.

Fabrique—Autorisation à poursuivre—Appel—Procédure.—Jugé:—(Sir A. A. Dorion, J.C., et Cross, J., différant)—1o. Que le bureau ordinaire d'une fabrique peut autoriser des poursuites pour le recouvrement des revenus ordinaires de la fabrique et pour l'obtention d'un titre nouvel.

2o. Que cette autorisation n'a pas besoin d'être spéciale; mais qu'une autorisation générale de prendre des procédés légaux contre ceux qui sont endettés envers la fabrique, sans spécifier le nom de chaque débiteur, est suffisante.

3o. Que le défaut d'autorisation pour appeler dans une action de ce genre ne peut pas être invoqué pour la première fois à l'audition de la cause en appel, quand il n'a pas

* That a seizure of vessels engaged in an illegal trade is not limited to a range of three miles from shore, see *Church* v. *Hubbart*, 2 Cranch, 187.

† *Church* v. *Hubbart*, 2 Cranch, 187.

‡ Reported in full in Montreal Law Reports, 1 Q.B.

été invoqué dans le cours de la procédure et que les procureurs de l'appelant n'ont pas été mis en demeure de produire leur autorisation. (*Semble*, 1o. que l'appel en telles matières devrait être autorisé d'une manière tout aussi formelle que l'action en première instance; 2o. que le bureau ordinaire de la fabrique pourrait donner l'autorisation requise pour cet appel).—*Les Curé et Marguilliers de l'Œuvre et Fabrique de la Paroisse de Ste. Anne de Varennes*, appelants, et *Choquet*, intimé.

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*SUPERIOR COURT.—MONTREAL.**

Negotiability of Note—Transfer and Signification of Transfer—Arts. 1570, 1571 *C.C.*—*Held*:—1. That a non-negotiable note endorsed by payee *in full*, and transferred to a third party, may be collected by the latter in his own name from the maker, if signification of the transfer is duly made upon him.

2. That such signification of transfer need not be in authentic form, but may be *sous seing privé*. (In Review.)—*McCorkill* v. *Barrabé*.

Quality to sue—C.C.P. 14, 19—*Receiver to corporation domiciled in Ontario.* — *Held*:—That a receiver, duly appointed and authorised under the laws of Ontario to represent in judicial proceedings a corporation (in liquidation) domiciled in that province, may also appear in his quality of receiver in judicial proceedings before the courts of the province of Quebec.—*Giles es qual.* v. *Faneuf*.

Secrétaire-trésorier—Liste électorale—Défaut de transmission au Régistrateur—Officier public—Avis d'action—Défense en droit.—Jugé:—1o. Que le secrétaire-trésorier d'une municipalité ne peut être poursuivi pour le recouvrement de la pénalté édictée par la section 38 de l'acte électoral de Québec, en cas de retard dans l'envoi d'un double de la liste électorale au régistrateur du comté, si c'est le conseil de la municipalité qui a causé ce retard en retenant la liste jusqu'après le délai établi par la loi, surtout lorsque le secrétaire a envoyé la liste des électeurs aussitôt que le conseil eût terminé l'examen de la dite liste.

2o. Qu'un officier public n'a droit à un avis d'action d'un mois que lorsqu'il est poursuivi à raison d'un acte fait par lui dans l'exercice de ses fonctions, et non à cause de l'omission de remplir un devoir que la loi lui imposait.

3o. Que le défaut de tel avis ne peut faire la matière d'une défense en droit, mais doit être plaidé au mérite, afin d'établir la bonne ou mauvaise foi de l'officier public dans l'exercice de ses fonctions.—*Jodoin* v. *Archambault*.

City of Montreal—37 Vict. c. 51, *ss.* 21, 22, 25, 32—*Petition to set aside election as Mayor of Montreal—Qualification of Petitioners—Interest in contracts—Naturalization Act*, 1870, (*Imperial*)—*Naturalization Act*, 1881, *Canada*, *s.* 9.—*Held*:—1o. That the qualification of the plaintiffs, in an action to set aside the election of defendant as Mayor, may be examined into, though the names of the plaintiffs be on the voters' list, and it may be shown that their names are on the voters' list by error.

2o. The fact that the defendant, when elected Mayor of Montreal, was proprietor of a newspaper which, at the time of the election, was publishing advertisements for the Corporation, is not sufficient to void the election, in the absence of any evidence to show that the defendant at the time of his election was receiving a pecuniary allowance from the city.

3o. Where the defendant, some years previous to his election as Mayor, was naturalized as a citizen of the United States, and on his return to Canada failed to comply with the provisions of the Imperial Naturalization Act, 1870, in order to recover his status of British subject, but a few days subsequent to his election made the declaration and took the oath prescribed by the Naturalization Act, Canada, 1881, within two years after the coming into force of the last mentioned Act, that the election was thereby made good and valid.—*Ste. Marie et al.* v. *Beaugrand*.

* Reported in full in Montreal Law Reports, 1 S.C.

Mandat ad litem—Payements faits au procureur ad litem.—Jugé:—Que le procureur *ad litem* ne peut, comme tel, recevoir les sommes pour lesquelles sa partie a obtenu jugement et en donner valables quittances.

2o. Qu'en supposant que d'après l'usage, l'avocat ayant un mandat *ad litem*, aurait tacitement le pouvoir de retirer les sommes pour le recouverement desquelles il est chargé d'instituer des poursuites; cependant, il appert, dans le cas actuel, que James M. Glass aurait retiré après jugement la somme en question en cette cause, dans un temps où son mandat était terminé et éteint, et que l'usage susmentionné ne pourrait même pas trouver ici son application.—*Cloran* v. *McClanaghan, et McClanaghan*, oppt.

Husband and wife—Necessaries for family—Credit given to wife—C. C. 1317.—*Held:*—Where a wife *séparée de biens* living with her husband, orders goods for the maintenance of the family, and they are charged to her in the books of the vendor, and her husband is without means, that she is liable for the whole cost thereof under the provisions of C. C. 1317.—*Merrill et al.* v. *Griffin.*

JURISPRUDENCE FRANÇAISE.

Succession—Acceptation tacite—Femme mariée—Immixtion du mari.

Une femme mariée peut être réputée avoir accepté purement et simplement une succession, qui lui est échue, lorsque son mari s'étant immiscé dans les affaires de ladite succession, l'acte d'immixtion de celui-ci a été connu d'elle, sans qu'elle ait protesté.

(19 *juin* 1885. *Trib. Civ. de Louleans. Gaz. Pal.* 23 *juin* 1885.

Prescription — Interruption —Suspension—Saisie-arrêt.

La saisie-arrêt pratiquée par un créancier sur une somme due à son débiteur, est interruptive, mais non suspensive de la prescription qui court au préjudice de ce dernier au profit du tiers-saisi.

(28 *mars* 1884. *Cour d'Appel de Besançon. Gaz. Pal.* 30 *juin* 1885).

Assurances contre l'incendie—Primes portables—Défaut de paiement—Déchéance.

1o. La clause d'une police d'assurances contre l'incendie d'après laquelle les primes ont été stipulées portables au siège local de la compagnie dans les quinze jours de leur échéance, à peine de déchéance du droit à l'indemnité en cas de sinistre, et sans qu'il soit besoin de mise en demeure, est licite et doit être appliquée si la Compagnie n'a pas modifié par des agissements ultérieurs les termes du contrat.

Alors surtout qu'après l'échéance, la compagnie a averti l'assuré, par une lettre recommandée, des conséquences de son défaut de paiement.

2o. Aucune dérogation à la stipulation de portabilité ne saurait s'induire du paiement de la primière prime au domicile de l'assuré, cette prime se payant au moment de la signature du contrat, qui ne commence à produire effet qu'après ce versement.

3o. L'usage de la Compagnie de faire présenter les quittances des primes successives au domicile de l'assuré, ne peut être considéré comme ayant rendu les primes quérables, de portables qu'elles étaient, et comme ayant par suite subordonné la déchéance à une mise en demeure préalable, alors surtout que l'assuré n'a pas payé la prime lors de cette présentation... Ou lorsque la Compagnie s'est expressément reservé le droit de réclamer les primes à domicile, en ajoutant que l'assuré ne pourrait s'en prévaloir à son encontre.

Divorce — Refus du devoir conjugal — Injure grave.

Le refus persistant du mari d'accomplir le devoir conjugal constitue à l'égard de la femme une injure grave suffisante pour que le divorce soit prononcé entre les deux époux.

(3 *fév.* 1885. *Trib. Civ. de Tours. Gaz. Pal.* 3 *juillet* 1885).

Assurance contre les accidents—1o. *Patron—Ouvrier — Prélèvement des primes sur les salaires—Action directe contre l'assureur*—2o. *Clause de déchéance—Renonciation à l'action contre le patron—Clause illicite.*

1o. L'assurance qu'un patron contracte contre les accidents professionels, au profit de ses ouvriers, qui en paient les primes au moyen de retenues que celui-ci opère sur leurs salaires, constitue une véritable gestion de l'affaire d'autrui dans les termes de l'art. 1372 C. Civ., au regard des ouvriers, qui ont dès lors, en cas d'accident, une action

directe contre la Compagnie d'assurances en paiement de l'indemnité convenue.

2o. La clause d'une police d'assurance contre les accidents, qui frappe de déchéance l'ouvrier, qui aurait préalablement intenté contre son patron une action en responsabilité fondée sur l'art. 1382 C. Civ., est nulle comme contraire à l'ordre public.

La nullité d'une telle clause n'entraîne d'ailleurs pas nécessairement celle du contrat, qu'elle n'affecte ni dans sa cause, ni dans son objet essentiel. (*1er juil.* 1885. *Cass.*—*Gaz. Pal.* 12-13 *juil.* 1885).

Copropriété—Terrain—Location — Construction —Indivision conventionnelle—Licitation.

Si les constructions sont considérées comme étant l'accessoire du sol, il en est autrement lorsqu'il résulte de la convention que c'est le constructeur de l'édifice qui doit en rester le propriétaire. Il en est ainsi notamment lorsque le propriétaire du sol l'a donné à bail au constructeur avec promesse de vente, si cette promesse n'a pas été réalisée, à défaut de paiement du prix stipulé. Dans ce cas le propriétaire du sol et le propriétaire des constructions sont en état d'indivision conventionnelle ; par suite, la licitation des immeubles peut être demandée et ordonnée en vertu du principe posé par l'art. 815 C. Civ.

(6 *mai* 1885. *Cour d'Appel de Paris. Gaz. Pal.* 14-15 *juil.* 1885).

Prodigue—Lettre de change—Manœuvres frauduleuses.

Le prodigue, pourvu d'un conseil judiciaire, n'est pas recevable à invoquer, à l'égard des tiers, son incapacité relative, alors qu'il a surpris leur bonne foi à l'aide de manœuvres de nature à produire et à maintenir l'erreur sur l'état de sa personne.

(21 *mars* 1885. *Cour d'Appel de Paris. Gaz. Pal.* 14-15 *juil.* 1885).

PAYMENT TO ATTORNEY.

To the Editor of the LEGAL NEWS :

SIR,—The judgment in the case of *Cloran* v. *McClanaghan* and *McClanaghan*, opposant, (M.L.R., 1 S.C. 331) ought not to pass unnoticed. Not that I wish to criticise the application of the law by the learned judge, but it is with the law itself that I find fault, and the sooner it is altered the better it will be for the protection of honest men. Here is a man, a member of the Bar, who is entrusted with the collection of a claim (presumably a promissory note or an account); the lawyer puts the legal machinery in motion and takes judgment against the debtor, who, naturally and logically enough for one who has not read Pothier, Toullier, Laurent and other law books, pays the person whom his creditor has employed to collect the claim. The lawyer does not account to his mandator (either the latter's confidence has been misplaced, or perhaps there is an unsettled account between the two). Ordinary men of business would say to the creditor:—"If you "have employed an unfaithful or unprin-"cipled attorney to attend to that collection, "you must blame yourself for your impru-"dence;" or, "If you are indebted to your "attorney, you must allow him to pay him-"self out of the amount collected." But no; the law steps in to exonerate the mandator from the consequences of his own acts, and to compel an innocent debtor, who has paid in good faith to the man he found in charge of the claim, to pay the debt a second time. The unfortunate debtor discovers to his amazement and his disgust that the attorney of his creditor had a right to demand but had not the right to receive, that the debt can be legally paid to an obscure bailiff in whose hands the advocate has placed an execution, but that payment to the advocate himself is unauthorised and illegal. I think that such a law ought to be changed; claims are entrusted to lawyers for *collection*; how can they collect if they cannot receive payment? If anybody must lose in consequence of the dishonesty of the collector, it should be the one who has seen fit to employ him, not the innocent debtor who has paid in good faith.

But this case suggests something more: there is a moral obligation on the part of the members of the Bar of this Province to prevent such a disgrace, such an iniquity, as to oblige this poor defendant to pay over again. The honor of the profession is at stake. Subscriptions have been made for less worthy objects. If Glass has received the money and is dishonestly keeping it from his client, I say that it would be a shame and a disgrace to a profession which calls itself, and is undoubtedly, honorable, and which licensed Glass and thereby proclaimed him worthy of confidence, to allow the debtor to pay the amount a second time under such circumstances. Let us come to the relief of that unfortunate defendant; pass the hat around, Mr. Editor, and I will contribute my share. ADVOCATE.

Montreal, 1st Aug., 1885.

THE CIRCUITEERS.

SCENE. *The Banks of Windermere. Sunset.*

ADDISON (1). SIR GREGORY LEWIN. (2).

A. How sweet, fair Windermere, thy waveless coast!
'Tis like a goodly issue well engrossed.

L. How sweet this harmony of earth and sky!
'Tis like a well-concerted *alibi*.

A. Pleas of the Crown are coarse, and spoil one's tact,
Barren of fees and savoring of fact.

L. Your pleas are cobwebs, narrower or wider,
That sometimes catch the fly, sometimes the spider.

A. Come let us rest beside this prattling burn,
And sing of our respective trades in turn.

L. Agreed! our song shall pierce the azure vault:
For Meade's(3) case proves, or my Report's in fault,
That singing can't be reckoned an assault.

A. Who shall begin?

L. That precious right, my friend,
I freely yield, nor care how late I end.

A. Vast is the pleader's rapture, when he sees
The classical endorsement—"Please draw pleas."

L. Dear are the words—I ne'er can read them frigidly—
"We have no case, but cross-examine rigidly."

A. Blackhurst (4) is coy, but sometimes has been won
To scratch out "Hoggins (5)" and write "Addison."

L. Me Jackson (6) oft deludes; on me he rolls
Fiendlike his eye, then chucks his brief to Knowles (7).

A. What fears, what hopes through all my frame did shoot
When Frodsham's breeches, Gilbert, felt thy boot (8)!

L. O! all ye jail-birds, 'twas a day of sulks
When Roger Whitehead flitted to the hulks.

A. Thoughts much too deep for tears subdue the court
When I *assumpsit* bring, and god-like waive a tort.

L. When witnesses, like swarms of summer flies,
I call to character, and none replies,
Dark Attride (9) gives a grunt, the gentle bailiff sighs.

A. A pleading fashioned of the moon's pale shine
I love, that makes a youngster new-assign.

L. I love to put a farmer in a funk,
Then make the galleries believe he's drunk.

A. Answer, and you my oracle shall be,
How a sham differs from a real plea?

L. Tell me the difference first, 'tis thought immense,
Betwixt a naked lie and false pretence.
Now let us gifts exchange; a timely gift
Is often found no despicable thrift.

A. Take these, well worthy of the Roxburghe Club,
Eleven counts struck out in Gobble *versus* Grubb.

L. Let this within thy pigeon-holes be packed.
A choice conviction of the Bum-boat act. (10)

A. I give this penknife-case, since giving thrives;
It holds ten knives, ten hafts, ten blades, ten other knives.

L. Take this bank-note (the gift won't be my ruin),
'Twas forged by Dade and Kirkwood; see first Lewin (11).

A Change we the *venue*, Knight; your tones bewitch,
But too much pudding chokes, however rich,
Enough's enough, and surplusage the rest.
The sun no more *gives color* to the west,
And one by one the pleasure-boats forsake
Yon land with water covered, called a lake.
'Tis supper-time; the sun is somewhat far,
Dense are the dews, though bright the evening star;
And Wightman (12) might drop in and eat our char (13).

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(1) A special pleader.
(2) A criminal lawyer and reporter of Lewin's Crown Cases.
(3) Meade and Belt's case. 1 Lewin, C. C. 184, per Holroyd, J.: "No words or singing are equivalent to an assault."
(4) An attorney of Preston.
(5) Hoggins, a barrister in the Northern Circuit; afterwards a queen's counsel.
(6) An attorney.
(7) C. J. Knowles, on the Northern Circuit; afterwards a queen's counsel.
(8) Frodsham, an attorney, was summarily ejected by Gilbert Henderson, recorder of Liverpool, from his chambers for some offensive words used by him during an arbitration. Afterwards Frodsham sued Henderson for damages for the assault. His counsel was Sergeant Cross. John Williams, afterwards a judge of the Court of Queen's Bench, led for the defence, and concluded his speech to the jury by saying: "I vow to God, gentlemen, I should have done the same thing myself—an insult—a kick—and a farthing—all the world over!" The jury accordingly found for the plaintiff with one farthing damages. Cross tied up his papers and remarked: "My client has got more kicks than half-pence." But it was always a matter of doubt whether he knew he was saying a good thing or not. He had never before said anything to provoke such a suspicion.
(9) Sir Gregory Lewin's clerk.
(10) 2 Geo. III. ch. 28. "An act to prevent the committing of thefts and frauds by persons navigating bum-boats and other boats upon the River Thames," Rep. 2 & 3 Vict. ch. 47, § 24.
(11) 1 Lewin, C. C. 145.
(12) Afterwards a judge of the Court of Queen's Bench.
(13) These lines are by J. L. Adolphus, the well-known reporter.