The Legal News.

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To represent a person as more youthful than he really is, would not generally be considered a very grave offence, and still less if the person be of the fair sex. However, in England, an action has arisen from an inaccuracy of this nature, the facts of which are given by the *Law Journal*, as follows: — "The action brought against Messrs. Stevens, the publishers of the 'Law List,' by a solicitor, the date of whose admission had been post-dated ten years, is of much interest. The plaintiff had been described in two issues of the 'Law List' as admitted in 1879 instead of 1869, although between the two publications he had drawn the attention of the publishers to the error. He complains that his apparent youthfulness has deprived him of the profits of two Chancery actions, and much sympathy will be felt for him. Messrs. Stevens, of course, had not acted maliciously, and even if they had, it was held in *Miller* v. *David*, 43 Law J. Rep. C. P. 85, that an injurious statement, although combined with falsity and malice, will not make a libel, unless the words are defamatory. The words, no doubt, were not in accordance with the fact, but it does not hold a man up to ridicule and contempt to say that he was admitted a solicitor ten years after the real date. Reliance was placed on the case of *Archbold* v. *Sweet*, 5 C. & P. 219. Mr. Archbold had sold his copyright in his "Criminal Pleading" to Mr. Sweet, but Mr. Sweet had published a third edition under the title "Criminal Pleading by Archbold, third edition." Mr. Archbold complained that blunders had been made in editing this edition, and contended that as the name of no new editor was affixed to it, there was a representation that the edition was by him. The jury gave Mr. Archbold 5*l*. damages, Lord Tenterden reserving to the defendant leave to move to enter a nonsuit. No advantage was taken of this permission, but the case is distinguishable from the present, on the ground that the blunders in criminal law made in the book were of a kind likely to bring Mr. Archbold into contempt with reviewers and others."

Superior to the power of steam, more potent than electricity, more marvellous than mind-reading, are the achievements of the collecting association and the law directory people. One of the latest circulars that has come to hand, undertakes to give the "legal ability," the "reliability," the "financial worth," &c., &c., of the sixty thousand lawyers in the United States and Canada!

A curiosity in the way of "corrections" appears in the *Quebec Official Gazette* of Feb. 5, in which it is stated that "the proclamation dated the 27th January 1887, inserted in an extra of the *Official Gazette* of the 29th January, 1887, respecting the putting into force of the Act 49-50 Victoria, chapter VII, intituled: 'An act to further amend the law respecting the constitution of the Superior Court,' was published in error."

The Tribunal Civil de la Seine, in *Loisellier* v. *Rouet*, 29 December 1886, has given à decision with reference to the marriage of priests, opposed to that of the Amiens Court noticed in 9 L. N. 80. The Court declares such marriage to be a nullity, the reason given being,

"Attendu qu'il résulte des art. 6 et 26 de la loi organique du Concordat du 18 germinal an X, que les prêtres catholiques sont soumis aux canons qui étaient alors reçus en France et par conséquent à ceux qui prohibaient le mariage aux ecclésiastiques engagés dans les ordres sacrés, et prononçaient la nullité du mariage contracté au mépris de cette prohibition;

"Attendu que la loi organique du Concordat de germinal an X n'a jamais cessé d'être considérée comme loi de l'Etat et que le Code civil ne renferme aucune dérogation à cette législation spéciale;

"Déclare nul et de non effet le mariage célébré à Londres, etc."

A remarkable action of damages was tried before the Chief Justice of England, January 25. The plaintiff *Brett* claimed £2,000 from the *Holborn Restaurant Company*, for personal injuries which, as alleged, had been caused through having swallowed a needle and thread in some food which had been served to the plaintiff at a Masonic banquet at the defendants' restaurant through the negligence of their servants. There was no doubt that the plaintiff had somehow swallowed a needle, for it, with some inches of thread attached, passed through him. The difficulty was to prove the time and occasion when it was swallowed. The plaintiff thought he swallowed it with some spinach at the masonic dinner, but it appeared that the vegetable was water cress, and it was proved that no women were employed in the restaurant and that no needles were kept on the premises. The jury under these circumstances found for the defendants.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

London, December 8, 1886.

Coram Lord Hobhouse, Lord Herschell, Sir Barnes Peacock, Sir Richard Couch.

Senécal (defendant below), Appellant, and Hatton (plaintiff below), Respondent.

Contract—Repudiation — Return of debentures — Value.

Held, (*Affirming the judgment of the Court of Queen's Bench, Montreal, M. L. R.,* 1 *Q. B.* 112):—*That the appellant, Senécal, having repudiated his agreement with one Hibbard, under which he assigned to Hibbard certain rights in consideration of receiving from Hibbard* 35 *railway debentures, and having otherwise disposed of the rights so ceded, was bound to return the debentures to Hibbard; and an action brought by Hibbard's assignee, claiming the return of the specific debentures, or, in default, that Senécal be condemned to pay their value, was maintained, the value of the debentures being estimated by the Q. B. and P. C., at* 25 *cents to the dollar.*

Sir Barnes Peacock :—

This is an appeal from a judgment of the Court of Queen's Bench in Lower Canada, which modified a judgment which had been given by the Superior Court.

There were two actions: one was brought by Hatton against Senécal to recover from him 35 debentures of the Montreal, Chambly, and Sorel Railway Company for $1,000 each, with coupons attached, Hatton having received an assignment of those debentures from Hibbard; and the other action was brought by Senécal against Hibbard, calling upon him to intervene in the suit brought by Hatton against Senécal and to render an account of the debentures.

The declaration in the first suit, which was filed on the 16th of May 1882, stated that by deed dated 17th October 1872, the said Railway Company agreed to pay over to the defendant (Senécal) 25 per cent. of all subsidies which they should receive from the Government and Municipalities; that afterwards, on the 15th May 1875, in consideration of the sale and delivery to defendant by Hibbard of 35 debentures of the said Railway Company for $1,000 each, with coupons attached, for the payment of interest at 6 per cent. per annum (being the bonds in question), the defendant transferred to Hibbard all his rights under the deed of 17th October 1872, and gave him a receipt dated the 15th of May 1875, and an order dated the 19th of May 1875, with relation to that transfer; that afterwards, in November 1877, defendant repudiated the transfer of 15th May 1875, and alleging that it had been cancelled, claimed from the Government payment to himself of 25 per cent. of their subsidy to the Railway Company, and afterwards, on the 22nd November 1877, assigned his interest under the deed of 17th October 1872 to one Hurteau, who ultimately, as such assignee, obtained judgment against the Railway Company, and payment from the Government of a large sum; that notwithstanding the cancellation and repudiation of the transfer by the defendant to Hibbard, defendant, without right, retained the 35 debentures and sold them without the knowledge or consent of Hibbard or of the plaiutiff (Hatton); that by deed dated 26th January, 1882, Hibbard sold and transferred the said debentures and coupons to the plaintiff; that plaintiff gave defendant

notice thereof, and demanded delivery to him of the said debentures, but that defendant, though frequently requested, had neglected and refused to deliver the same to Hibbard or to the plaintiff. The declaration concluded by praying that defendant be condemned to deliver to the plaintiff the said debentures and coupons, and in default of delivery, be condemned to pay $35,000, with interest thereon from 2nd January 1874, the date of the said debentures, and also interest on the amount of each coupon from the date when the same became due.

The defendant, in an amended plea, stated: That he ceded to Hibbard his rights under the deed of 17th October 1872, in consideration of 35 debentures, which Hibbard handed over to defendant under an arrangement that they were to be paid or else exchanged for debentures in other solvent companies, within one month from the handing over, and that it was upon these terms that the receipt of the 15th May, 1875, and the order of the 19th May were signed and handed by defendant to Hibbard; that afterwards, in April, 1876, Hibbard having made over to defendant his contract for the construction of the said railway, handed back to him the said receipt of 15th May and the order of the 19th May, 1875, and ceded back to him in this manner the rights under the deed of 17th October, 1872; that it was at the same time agreed between Hibbard and defendant that defendant should keep the said debentures in consideration of certain advances made by him to Hibbard, and that in case he sold the said debentures, he should render account to Hibbard of the proceeds of the sale, as he is still bound to do, setting off in such account the sums due by Hibbard to him which have not yet been settled, although the defendant has often requested Hibbard to do so; and that the balance in favour of the defendant far exceeds the value of the debentures.

Both Courts have found against the defendant upon that plea; and as to the arrangement which it was said that Hibbard had made with him. That being the case, it appears that Hibbard having handed over 35 debentures to Senécal in consideration of the transfer of the subsidy of the Government to the railway company, Senécal repudiated the agreement, and subsequently sold the right to the subsidy to another person. Under these circumstances, it became his duty to return the debentures to Hibbard. He did not do so, and Hibbard transferred the debentures to Hatton. The arrangement which was stated by Senécal as an answer to the action—that Hibbard had agreed with him that he should sell the debentures and account for the proceeds—was found by the Courts not to have been proved.

The Superior Court, in the first action, gave judgment for the plaintiff and condemned the defendant to deliver to the plaintiff the 35 debentures within 15 days from the date of the judgment, and in default to pay to the plaintiff $35,000 as the value of the debentures. On appeal, the Queen's Bench reduced the amount and valued the debentures at 25 cents to the dollar. The judgments were perfectly right in ordering the debentures to be returned and handed over to Hatton, and that in default of their being handed over, the defendant should pay the value of them.

It has been contended that the Court of Queen's Bench was wrong in valuing the debentures at 25 cents to the dollar. It appears to their Lordships that there was evidence upon which the Court were fully justified in arriving at that conclusion. There was evidence that on the 29th of November, 1882, similar debentures were sold at 25 cents to the dollar.

Under these circumstances their Lordships are of opinion that there was no error in the judgment of the Court of Queen's Bench.

In the other action by Senécal against Hibbard, Senécal relied upon the facts which he had set up in his defence to the first action, and complained that, notwithstanding the facts alleged, Hibbard had wrongfully transferred the debentures to Hatton, who had commenced an action against the plaintiff to recover the same; and concluded by praying that the defendant Hibbard should be made to intervene in the first action, and admit or deny the allegations of the defence therein, and produce a statement of all existing accounts between him and Senécal, and declare whether he had not on several occas-

ions admitted that Senécal was entitled to keep the said debentures.

In the second action, both Courts found, as they did in the first action, that the facts stated were not made out in evidence. The Superior Court dismissed the suit with costs. The Court of Queen's Bench on affirming the judgment said, "Considering that the "said appellant has failed to establish that "he was entitled to the conclusions of his "declaration against the said Ashley Hib-"bard, doth confirm the judgment rendered "by the Court below, and doth dismiss the "said action of the said Louis A. Senécal "with costs against him, both in the Court "below and on the present appeal." They, however, added a reservation. The contention of Mr. Fullarton, on behalf of Senécal, is that the reservation is not sufficient. It was this: they reserved to Senécal "any re-"course which he might have or pretend "against said Ashley Hibbard as defendant" on two judgments, which had been set up by Senécal in the suit; but there was no reservation in respect of two promissory notes which had also been set up by Senécal, the learned Judge on the trial having found that those two promissory notes were not on stamps, and that they were prescribed. It appears to their Lordships that such a reservation was unnecessary. The Court found merely that the plaintiff had not made out his conclusions; but, whether the reservation was necessary or not, their Lordships think that the Court omitted to reserve the right upon the two notes, because they considered that they had not been stamped, and were barred by prescription. Under those circumstances they think it unnecessary to amend the reservation by including in it the right to have recourse upon the two notes.

Their Lordships will therefore humbly recommend to Her Majesty that the judgment of the Court of Queen's Bench be affirmed. The appellants must pay the costs of this appeal.

Judgment affirmed.

Fullarton for the appellant.

Bompas, Q. C., and *Jeune* for the respondent.

CIRCUIT COURT.

MONTREAL, Nov. 30, 1886.

Before JOHNSON, J.

BERNARD v. LA CORPORATION DE LAPRAIRIE.

Municipal Code, Art. 807—*Action by special Superintendent.*

HELD:—*That the special superintendent appointed to revise a procès-verbal of a bridge, was not entitled under C. M.* 807 *to sue for more than was due to himself, the claims of others having been paid.*

The action was for $90, balance of a sum of $100 claimed by the plaintiff for services as special superintendent, and which, it was alleged, had been taxed at that sum by the Board of Delegates.

The defence was that the Board of Delegates taxed the whole amount due to various parties at $100, and that the plaintiff was only entitled to $12 for his services, of which $10 had been paid to him, and $2 were tendered.

PER CURIAM:—The plaintiff was charged by resolution of the County Municipality of Chambly, as special superintendent to revise a *procès-verbal* of a bridge common to two counties, and homologated by both. He accepted the office, and reported some amendments. Subsequently, at a meeting of the *Bureau des délégués* of both counties, the plaintiff's report was adopted. The declaration alleges that at this meeting of the delegates of both counties, the plaintiff's bill was taxed. That is true; but in going on to state that they fixed the fees of the plaintiff at $100, there is palpable error. They did no such thing. They taxed the bill, not only as regards what was due to the Superintendent but also as respects what was due to others; and the plaintiff now sues for the whole.

The defendants plead that the plaintiff is without right to ask anything not due to himself; and that they have paid all the costs incurred by his proceedings to himself and to others employed, and to his release, except $2 which they offer with their plea.

I am of opinion that the defendants have established their case. There is no doubt that the plaintiff would have been liable to those who have been paid; and a payment

to them and to his advantage, is a valid payment under Art. 1144. I have no doubt either, that the Art. 807 of the *Code Municipal* does not support the plaintiff's pretension of an exclusive right of action in himself. As I read it, it gives the action to all those who have earned the money. The plea and tender of the defendants are maintained. The previous offer of the $2 was proved, so the action must be dismissed with costs. If the plaintiff gets, as he does, all he is entitled to for himself, he cannot complain for others.

Geoffrion, Dorion, Lafleur & Rinfret for the plaintiff.

De Bellefeuille & Bonin for the defendant.

CIRCUIT COURT.

MONTREAL, Nov. 27, 1886.

Before JOHNSON, J.

MCCARTHY v. JACKSON, and WARD, Petitioner.

Contrainte par corps—Guardian—Commitment—Enumeration of effects—Petition under C. C. P. 792.

HELD:—1. *That C. C. P. 792 applies to all the cases in Section VII, C. C. P. 781-795.*

2. *In the commitment of a guardian for not producing effects placed under his guardianship, it is not essential that there should be an enumeration of the effects he has to deliver up in order to obtain his liberation.*

For reports of previous proceedings in the present case, see 9 L. N. 211; 9 L. N. 298; and M. L R., 2 Q. B. 405.

JOHNSON, J.:—The petitioner is the guardian *en justice* of the effects seized in this case, and is imprisoned for contempt in not representing them when required. He now petitions for his release on the ground of the illegality of his detention, which illegality he makes to rest upon the allegations: First, that the warrant or authority for his detention does not specify what are the effects he is to deliver up in order to get his liberation; and secondly, because it requires him to pay the costs of his arrest. It is stated that the petitioner has already applied to the Queen's Bench for his release under a *habeas corpus*, which was refused because the detention was under civil process, and the civil courts can take care of their own processes. (*) What is sought now is action by the Circuit Court which issued the process, and it is invoked under the article 792. That article, and the preceding ones from 781—in section VII.—refer to the subject of coercive imprisonment, but it is contended by the plaintiff, who resists the application, that it applies merely to liberation for default to pay alimentary allowance when it has once been ordered. Art. 790 gives this right to alimentary allowance, and art. 791 relieves the creditor from continuing to pay it, if the debtor afterwards acquires property to the extent of $50. Then 792 says: The debtor may, if he has grounds for so doing, seek redress against such imprisonment by petition or motion to the court or judge served upon the creditor.

Although, therefore, it is true that 792 immediately follows the articles referring to alimentary allowance, and to the consequences of not paying it, it is not a necessary consequence that it relates only to those articles, and gives no right to release for any other cause of illegal detention. Now, section VII. refers not only to imprisonment for debt, nor yet to cases merely in which an alimentary allowance may be granted; but it expressly refers also to other kinds of coercive imprisonment similar to the present, and in which it has been held that no alimentary allowance will be granted, and in fact it refers to all cases of *contrainte par corps* whatsoever. (See art. 782.)

The question then is whether 792 applies to the case of the prisoner here; and having looked at the law since the case was argued yesterday, I am of opinion that it does apply to all the cases in sec. vii. Art. 792 makes reference expressly to art. 795 C. P. C., which, of course, indicates the French Code of *Procédure Civile*, as our codifiers, at the time they gave that reference, had no code of procedure of our own, and could have none while they were still making it or until it was completed, and adopted by the Legislature. The French *Code de Procédure* is very different from ours in its provisions respecting alimentary allowance, and is much more elaborate and detailed; and art. 795 of that code provides that

* See *Ex parte Ward*. M. L. R., 2 Q.B. 405.

the petition for discharge may be made, not only in that case, but in all cases (*dans tous les cas*), which would include all the cases in the section, some of which are *délits*.

We have then to look at the authority given for this imprisonment, and see whether it states a cause of detention that can be removed or complied with, so as to restore the prisoner to liberty. As has been stated already, it does not specify the effects he is to bring forward. Now I admit that when you send a man to jail under civil process, you must, if I may so speak, not only show him the way in, but you must also show him the way out; you must tell him what he is to do to satisfy you, and to get his liberation, and it must evidently be something that he can do, or that can be done. In the present case it was said that the prisoner being a guardian and entitled to a copy of the *procès-verbal* of seizure must know what are the effects he has to give up; on the other hand it was urged that though that might be so, yet his jailer did not necessarily know these effects, and would therefore not liberate him on his statement as to what they consisted of. That no doubt is true, but the jailer is not required so to act. The duty is not thrown upon him of judging whether there has been a compliance by the prisoner with the terms and conditions on which his liberation depends. That duty rests with the Court which has imprisoned him. Not only has the jailer no such duty or power, but in the nature of things it is a duty and a power that he could not possibly exercise, for even if the effects were specified in the warrant, and brought forward by the prisoner, and corresponded with the description, the identity would still be a matter of proof of which the jailer could not judge, and in which the creditor would have an obvious interest. (See *Cramp* v. *Coquereau*, 3 L.N. 332). Accordingly, we find by article 794 the discharge must be ordered by the judge upon application of which notice has been given to the prosecuting creditor. Application is made, and notice is given; but does the warrant state a cause of detention that he cannot remove? I think not. As guardian, and officer of this court he has by law a list of these effects. As far as he is concerned, at all events, he can know, and he must be held to know what they are. When he comes to the Court, and either produces them, or shows good reason for not producing them, or offers the money, the Court can order the discharge: but not till then can the Court interfere, still less the jailer, on the ground of non-disclosure by the commitment of that which the guardian is bound to know. Even if the effects were to be brought before the Court, the prosecuting creditor might contest the number or the identity of them, for it might be a gold watch that was seized, and the guardian might only produce a brass one, and so on in a variety of instances, where the Court alone could decide whether the things seized were faithfully represented or not. The other ground need not of course be noticed, as there is a sufficiently expressed legal ground of detention in the warrant.

Petition dismissed with costs.

W. H. Kerr, Q. C., for the petitioner,

J. G. D'Amour, for the plaintiff.

QUEEN'S COUNSEL, AND HOW THEY ARE MADE.

"Her Majesty having been pleased to appoint you one of her Counsel learned in the law, you will take your seat within the bar." Such are the words addressed by each judge to the newly-created Queen's Counsel when the latter attends the different courts for the purpose of formally taking his seat.

The gentlemen thus publicly honoured are barristers of ten years' standing and upwards, who have been considered by the Lord Chancellor, worthy of elevation to the dignity of Her Majesty's Counsel. It is said that the appointment is given as a recognition of the superior learning and ability of the gentlemen promoted, but, as a matter of fact, learning and ability have little or nothing to do with the matter, and a barrister desirous of promotion can obtain it, almost as a matter of course, by merely intimating his wishes to the Lord Chancellor. In this respect the law stands alone, for in every other profession the candidate for honours obtains promotion from being possessed of some special talent, or is appointed to

fill a vacancy which the death or advancement of a senior has created.

There are many points of difference between a Queen's Counsel and a barrister. The latter is allowed to "settle," as it is termed, the drafts of all the legal documents—indorsement of writs, statement of claim or defence, etc.,—required in commencing or defending an action. He can prepare the drafts of wills, settlements, deeds, and other papers required in carrying on the ordinary business of life, and he is also allowed to appear in court as an advocate.

The Queen's Counsel is not permitted to prepare any drafts of pleadings, deeds, or documents of any kind. He may advise upon points of law or equity submitted to him in "a case," that is, a written statement of facts; or he may give an opinion or settle a draft in consultation with a junior counsel; and he can appear in court on behalf of anyone who chooses (through a solicitor) to hand him a brief, except that he must not be employed in any cause against the sovereign without special license, and therefore cannot plead in court for the defendant in a criminal prosecution without the leave of the Crown.

On the other hand, a junior counsel can defend as many prisoners as he pleases, without leave or licence from anyone. And last, but not least, in the estimation of many people, the Q.C. is entitled to wear a gown of silk, and has precedence of all barristers who have not received a patent of precedence dated before the patent of the Q.C.; while the barrister has to rest contented with a robe of "stuff," and has literally to take a back seat, having to sit behind "the bar," as the wooden partition is termed which separates the seats used by the Queen's, or senior counsel, from those occupied by the juniors.

A barrister may desire to become one of Her Majesty's Counsel for various reasons. His health may be declining from over-work; he may have an idea that promotion will materially increase his income; or he may be anxious (being sufficiently wealthy) to add a couple of letters to his name before retiring from the profession. He is, however, generally induced to move in the matter by receiving notice that another barrister, his junior at the bar, is about to make application for promotion.

Having made up his mind to become one of Her Majesty's Counsel, the barrister addresses a letter to the Lord Chancellor to that effect. He must next, according to strict legal etiquette, inform by letter all those barristers who, according to the date of their call to the bar, are senior to himself, of his having made the application; and this is done in order to give such seniors an opportunity of applying on their own behalf, and so retaining their seniority.

When it becomes generally known that applications are being made for "silk," as it is professionally termed, there is considerable joy in the ranks of the remaining juniors, each of whom hopes to obtain a share of the "chamber work," as it is called, about to be thrown up by those who are desirous of elevation.

The application to the Lord Chancellor having been made, there ensues a week or two of great anxiety to the applicants. They are about to take a leap in the dark. They have each thrown up a business, producing, perhaps, an income represented by four figures, and will have to commence again in another grade of the profession, which may return them little or nothing; it not being, by any means, a matter of course that a man successful in one branch will be equally fortunate in the other.

A flutter of excitement in the legal hive announces that the appointments have been made. The letter which informs the recipients of the interesting fact is generally couched in the following style:—

"Sir,—I am directed by the Lord Chancellor to inform you that Her Majesty has been pleased to approve of your appointment as one of her Counsel learned in the law. And I am to request you to place yourself in communication with the Clerk of the Crown, and to furnish him with such information as he may require for the preparation of your patent.—I am, sir, your obedient servant,

(Signed) X. Y. Z.,
Principal Secretary."

The information required is the name of the applicant in full, and the date of his call

to the bar, the latter to determine the order of precedence.

Upon the receipt of this letter the barrister returns to the respective solicitors all the instructions for the preparation of the drafts of documents he may have before him, but he retains all his briefs.

Arrangements have then to be made for being sworn in, and formally taking his seat, and as there is not sufficient time between the receipt of the letter of appointment, and the day fixed for the ceremony, a dress wig and silk gown have to be borrowed from the wig maker, and thus arrayed, with the addition of knee breeches, silk stockings, and patent shoes with ornamental buckles, the newly-appointed Queen's Counsel attends at the private room of the Lord Chancellor, and there takes the following oath :—

"I do swear that well and truly I will serve the Queen as one of her Counsel learned in the law, and truly counsel the Queen in her matters when I shall be called, and duly and truly minister the Queen's matters and sue the Queen's process after the course of law and after my cunning. I will take no wages or fee of any man for any matter against the Queen where the Queen is party. I will duly, in convenient time, speed such matters as any person shall have to do in the law against the Queen as I may lawfully do without long delay, tracting or tarrying the party of his lawful process in that that to me belongeth. I will be attendant to the Queen's matters when I be called thereto."

The oath having been taken, each gentleman receives a box covered with crimson leather, containing his patent This document is engrossed upon parchment, and has attached to it, by a plaited woollen cord, a wax seal of goodly dimensions, being about eighteen inches in circumference, and one-and-a-half inches thick.

The "Patent" is as follows :—

"Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, defender of the faith. To all to whom these presents shall come, know ye that we of our special grace have constituted, ordained, and appointed our trusty and well-beloved Gamma Delta, of the Temple, esquire, one of our Counsel learned in the law. And we have also given and granted unto him, as one of our Counsel aforesaid, place, precedence and pre-audience next after Alpha Beta, esquire, in our courts or elsewhere. And we also will and grant to the said Gamma Delta full power and sufficient authority to perform, do, and fulfil all and everything which any other of our Counsel learned in the law as one of our said Counsel may do and fulfil. We will that this our grant shall not lessen any office by us or by our ancestors heretofore given or granted. As witness whereof we have caused these our letters to be made patent. Witness ourself at Westminster the day of by the Queen herself. (Signed) X. Y. Z.
Clerk of the Crown."

To formally take their seats in the various courts is the next thing to be done. On the day when this ceremony is appointed to take place, a visitor to the neighbourhood of the "Royal Courts" would not fail to notice an extra amount of excitement. Senior and junior counsel, solicitors and clerks, are awaiting at the entrances to the building the arrival of the newly-promoted gentlemen, discussing their merits, and the probabilities of their success or failure. The Appeal Court, where the ceremony first takes place, is speedily filled with barristers and visitors, among the latter being the wives, daughters or sisters of the gentlemen who have been appointed. The new Queen's Counsel, attired as when attending to be sworn in, presently enter, and stand at the end of the seat they will be entitled to occupy in future.

As soon as the judges enter and are seated a list of the new silks according to seniority is handed to the president and he calls upon each Counsel in turn by name to take his seat, using the words with which this article commences. The gentleman named passes to the centre of the seat, and bows to the judges, who bow to him in return. He then bows to the Queen's Counsel seated on the same bench, who rise and return salutations. He then turns to the barristers seated in the rear and bows to them, they also all rising and bowing in return, the wives, daughters and sisters seeming very much inclined to follow their example.

The new Q.C. then seats himself for an instant. "Do you move?" says the president, meaning "have you any motion or application to make to the court." The Counsel, although he may have a bag full of briefs marked with fabulous fees awaiting his attention, is oblivious of their existence for the time, and bows a negative, immediately departing to go through the same ceremony in the other courts in the building.

One other point of etiquette remains to be observed. Cards, upon each of which is engraved the Counsel's name, followed by the words, "On his appointment as one of Her Majesty's Counsel," are left at the private houses of each of the judges. This having been done, the barrister becomes a fully-fledged Q.C., and can sit within the bar and await the rush of leading briefs, which he confidently believes will follow his elevation.—*Tit-bits.*