THE

LEGAL NEWS.

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CURRENT TOPICS AND CASES.

The Jubilee honors include knighthoods to three Canadian judges. In the Province of Quebec the Acting Chief Justice of the Superior Court at Montreal becomes Sir Melbourne M. Tait. Since his accession to the bench, and more particularly since his appointment to the position of Acting Chief Justice of the Superior Court, Sir Melbourne Tait has won golden opinions from the bar, who best know and are competent to appreciate the important services rendered by the Chief Justice. From a number of causes--illness and absence of some of the judges, increase of court work owing to election contestations, and litigation arising from the new electric and other corporations organized of late years, and last but not least, the augmentation of the work of the Court of Review, proceeding from the change in the law which permits appeals to be taken directly from the Court of Review to the Supreme Court,—from these and other causes, the rolls of the Superior Court and Court of Review had become abnormally congested with cases. The Acting Chief Justice applied himself with untiring energy and considerable administrative ability to remedy

this state of things, and with the co-operation of his brother judges, his efforts have been crowned with remarkable success. Some three hundred Review cases have been heard and determined within a twelvemonth, thirty-nine being pronounced on a single day, and nearly sixty within one month. The rolls of the Superior Court have also been cleared of the accumulation of cases, and the result is that it is far from uncommon to have a judgment in an ordinary contested suit within six months from the date when the cause of action arose. To Sir Melbourne Tait must be ascribed very largely this happy change in the administration of justice in Montreal, and the knighthood conferred on him on Jubilee day is a fitting acknowledgment of the great services which he has rendered while holding the office of Acting Chief Justice.

The other two judges knighted are Chief Justice Hagarty, who recently retired from the Chief Justiceship of Ontario, and Chief Justice Taylor, of Manitoba. Chief Justice Hagarty formerly declined a knighthood, but has now accepted it. It may be remarked that Canada has three out of the seven legal knighthoods bestowed.

Other honors which have fallen to members of the bar are a G. C. M. G. to the Premier of Canada, Mr. Laurier, and to the Minister of Justice, Sir Oliver Mowat, and a K. C. M. G. to Mr. Kirkpatrick, the Lieutenant-Governor of Ontario, and to Mr. L. H. Davies, Minister of Marine and Fisheries.

The bar of Montreal has lost a diligent and active member by the untimely death of Mr. O. M. Augé, Q. C., which occurred on the 22nd of June. Mr. Augé was born at Joliette about 52 years ago. He studied law in

Montreal, and was admitted to the bar in 1867. He was appointed a Q. C. in 1887. Besides attaining some prominence in his profession Mr. Augé also took a prominent part in local politics, and for some years represented the St. James division of Montreal in the provincial legislature.

The English Bar figured in a remarkable way in the Jubilee proceedings, the representatives of the profession, headed by the law officers, attending in state at St. Paul's Cathedral on Sunday, the 20th June. The Bar marched in procession from the Chapter House, around St. Paul's Churchyard, up the rows of steps in front of the Cathedral, and then to their allotted places. This is said to be the first occasion on record when there was a state attendance of the Bar at the Cathedral.

Scottish lawyers are now covetous of the distinction of Q. C., and a Scottish roll has been instituted. About a dozen members of the Faculty of Advocates have applied to be put on the roll. However, it is stated that no counsel of less than nineteen years' standing has sent in his name.

It has been proposed that the long vacation in England shall commence on the first Monday in August and terminate at the end of September. So far as considerations of weather and temperature and school terms affect the question it would certainly be more convenient to close the work of the courts in August and resume the sittings in the beginning of October. The proposed period of vacation also approximates more closely to our own vacation, where, in consequence of the greater intensity

of the heat and the general exodus from the large towns during the mid-summer months, the courts close on the 30th June and resume on the 12th September.

The Supreme Court of the United States is a hard worked tribunal. We notice, however, that Mr. Justice Harlan, one of the members of the Court, is to deliver thirty-six lectures in the summer course of the University of Virginia, during the months of July and August. Four or five law lectures per week in the vacation time does not seem much like relaxation.

COURT OF APPEAL.

LONDON, 29 April, 1897.

In re THE EASTMAN PHOTOGRAPHIC MATERIALS COMPANY'S TRADE-MARK (32 L. J.).

Trade-mark—Descriptive word—"Solio"—Photographic paper—Registration—Patents, Designs, and Trade-marks Act, 1888, *s.* 10, *subs.* 1 (*d*) (*e*).

Appeal from a decision of Kekewich, J., (noted 31 L. J. N. C. 649; W. N. (1896) 158), refusing to direct the registration of the word "Solio" as a trade-mark in connection with photographic paper. The Comptroller had refused to register the word upon the ground that it indicated the character and quality of the goods, and therefore under section 10, sub-section 1 (*e*) of the Patents, Designs, and Trade-marks Act, 1888, it could not be registered. It appeared to be his practice not to put on the register the word "sun" or "sol" in connection with photography.

Kekewich, J., upheld the decision of the Comptroller, being of opinion that "Solio" connoted the idea of "sol" or the "sun."

The applicants appealed.

J. F. Moulton, Q.C., and *D. M. Kerly*, for the appeal, contended that the sub-clauses (*d*) and (*e*) of sub-section 1 of section

10 of the Act of 1888 must be read disjunctively, and that inasmuch as "Solio" was an invented word it could be registered under sub-clause (*d*), and it was in that case immaterial to consider whether or no it was a word having no reference to the character or quality of the goods as required by sub-clause (*e*).

Sir R. Webster, Q.C., (Attorney-General), and *M. Ingle Joyce*, for the respondent.

Their Lordships (Lindley, Lopes and Rigby, L. JJ.) dismissed the appeal. They said that they were bound by the decision of the Court in *In re The Farbenfabriken Application* ('*Somatose*' *Case*), 63 Law J. Rep. Chanc. 257 ; L.R. (1894) 1 Chanc. 645, and *In re Densham's Trade-mark* ('*Mazawattee*' *Case*), 64 Law J. Rep. Chanc. 634; L.R. (1895) 2 Chanc. 176; and, admitting that "Solio" was an invented word, yet it was not a fit subject for registration under the Act, in respect of photographic paper, as it was a word which anyone would connect with sunlight, and, therefore, it could not be said to have no reference to the character or quality of the paper in connection with which it was intended to be used.

RECENT ONTARIO DECISIONS.

Evidence—Exposure of body to jury.

In an action to recover damages for alleged malpractice, the plaintiff is not entitled to show to the jury the part of the body in question for the purpose of enabling them to judge as to its condition. Judgment of Armour, C.J., reversed. *Laughlin* v. *Harvey*, Court of Appeal, 11 May, 1897.

Patent of invention—New application of old mechanical device.

The application to a new purpose of an old mechanical device is patentable, when the new application lies so much out of the track of the former use as not naturally to suggest itself to a person turning his mind to the subject, but requires thought and study. Judgment of Falconbridge, J., reversed. *Bicknell* v. *Peterson*, Court of Appeal, 11 May, 1897.

Slander—Privilege—Interest—Duty.

The defendant, while aiding, at his request, the owner of stolen material in his search for it, said, when what was supposed to be part of it was found in the possession of a workman employed by the defendant, that the plaintiff had stolen it. *Held*, that, both on the ground that the defendant had an interest in the search, and on the ground that it was his duty to tell his workman that the material did not belong to the person from whom he had received it, the statement was *primâ facie* privileged. Judgment of MacMahon, J., reversed. *Bourgard* v. *Barthelmes*, Court of Appeal, 11 May, 1897.

Railways—Lands injuriously affected—Arbitration and award—51 Vic., ch. 29, ss. 90, 92, 144 (D.)—Compensation—Damages—Operation of railway.

A claimant entitled, under the Railway Act of Canada, 51 Vic. ch. 29, to compensation for injury to lands by reason of a railway, owing to alterations in the grades of streets and other structural alterations, is also, having regard to ss. 90, 92 and 144, entitled to an award of damages arising in respect of the operation of the railway, and to interest upon the amounts awarded, notwithstanding that no part of such lands has been taken for the railway. *Hammersmith etc., Ry. Co.* v. *Brand*, L.R., 4 H.L. 171, distinguished.—*In re Birely and T. H. & B. Ry. Co.*, High Court of Justice, Armour, C.J., 5 June, 1897.

Promissory note—Contract—Rescission—Deposit—Forfeiture.

The plaintiff, on the 18th February, 1895, agreed to sell to the defendant a timber limit for $115,000, payable $500 in cash, $500 in ten days, secured by a promissory note, and the balance in thirty days. The $500 cash was paid and the note given, but it was not paid at maturity, nor was the $114,000 paid when due. On the 2nd May, 1895, the plaintiff wrote to the defendant rescinding the contract on account of the non-payment of the purchase money. The defendant afterwards paid $100 on the $500 note, and gave a new note for $400. In an action brought upon

the new note, the defendant contended that, although he had forfeited the $500 paid in cash, he should not forfeit the second $500, but that it was in the same position as the $114,000; and could not be recovered after the rescission of the contract. *Held*, that the contract had been ended by the mutual action of the parties, and the law left them where they had put themselves. Whatever money had passed from one to the other could not be recovered, nor could the note be recovered from the hands of the vendor, nor could he sue upon it to recover the amount of it from the purchaser. The contract was at an end, and all rights thereunder and remedies thereon ended therewith, except that damages for the breach of it might be sought by the vendor. The doctrine applicable to "deposits" did not apply to this subsequent payment, which was not part of the deposit. Judgment of Street, J., reversed. *Fraser* v. *Ryan*, Court of Appeal, 24 June, 1897.

Trade-mark—Infringement—Use of particular word in advertising.

Action by Archdale Wilson & Co., wholesale druggists at Hamilton, against The Lyman Bros. & Co. (Limited), wholesale druggists at Toronto, for an injunction restraining the defendants from imitating and infringing on the plaintiffs' trade-marks, labels, envelopes, and boxes, and from imitating and infringing upon the pads manufactured by the plaintiffs and sold under a registered trade-mark consisting of the words "Wilson's Fly Poison Pads." The defendants described their goods as "The Lyman Bros. & Co. (Limited) Lightning Fly Paper Poison." The word "pad" only appeared upon the envelopes as printed at the top, as follows: "Three pads in a package, five cents." "Six pads in a package, ten cents." The plaintiffs' contention was that the defendants should be restrained from using the word "pad" in any form upon the package. The defendants' contention was that unless the Court had the right to restrain the defendants from putting up fly paper in the form of pads, there was no right to restrain them from stating on the envelopes that there were pads inside. *Held*, that the plaintiffs were not entitled to have the defendants restrained from using the word "pads" as they did upon their envelopes. *Wilson* v. *Lyman*, High Court of Justice, Rose, J., 23 June, 1897.

MIDDLE NAME AND LETTER.

The persistent struggle of the middle name and letter for recognition in the law has been well nigh fruitless. Time and again the Courts have declared that the law knows but one Christian name; that the middle name and letter are immaterial; that the omission of such name or letter is not a misnomer, and that a wrong middle name or letter, being mere surplusage, might be disregarded.

In *Keane* v. *Meade*, 28 U.S. 1, (1830), a commission issued in the name of Richard *M.* Meade, the name of the defendant being Richard *W.* Meade. It was held that this variance did not affect the execution of the commission. Thompson, J., said: "It is said, the law knows only one Christian name, and there are adjudged cases strongly countenancing, if not fully establishing, that the entire omission of a middle letter is not a misnomer or variance * * * and if so, the middle letter is immaterial and a wrong letter may be stricken out or disregarded."

In *Dilts* v. *Kinney*, 3 J. S. Gr. 130 (1835), Hornblower, C.J., said: "The first effort made by the defendant below was to defeat the plaintiff's action by showing that she had not sued in her true name. But they failed to establish the fact. The only witness examined on that point testified, it is true, that the plaintiff once said that her name was Margaret N. or Margaret Ann Kinney; that he had never known her, however, to use any other name than that of Margaret Kinney. If, however, the fact had been otherwise it ought not to have availed the defendant. It was sufficient if she was known as well by the name of Margaret Kinney as of Margaret N. or Margaret Ann Kinney."

To the same effect are: *Walbridge* v. *Kibbee*, 20 Vt. 543 (1848); *Bletch* v. *Johnson*, 40 Ill. 116 (1864).

In *Bowen* v. *Mulford*, 5 Halst. 273 (1828), however, where the summons was issued in the name of John Mulford and the state of demand was filed in the name of John *S.* Mulford, and judgment entered for the plaintiff by default, the Court, on *certiorari*, reversed the judgment, saying: "The introduction of a letter or name between the Christian and surname is very common for the purpose of distinction, and therefore, in presumption of fact, John Mulford and John *S.* Mulford are not the same, but different persons. Hence the variance was material. To sanction it might open the door to serious mischief. The defendant has

notice by the summons to answer to the suit of John Mulford, but he may be subjected to very deleterious surprise if the account of another person is exhibited and may pass into judgment against him. If, subsequent to such a judgment, either of the parties, thus uncertainly ascertained, should commence another action against the defendant, he would have to accomplish an unreasonable, if not insuperable task in sustaining a plea of former recovery; for by which of the persons is the recovery had? He whose name is entered on the justice's docket, or he who is named in the state of demand? And if in the lapse of a few years the state of demand be lost, it will become still more difficult to show that a judgment has been rendered for the demand of John S. Mulford, if, in truth, he is the actual plaintiff in this case. To all these hazards and burthens the defendant ought not to be exposed in order to save the plaintiff from the consequence of carelessness or inattention. If the defendant had appeared and gone into trial without objection, we should have been unwilling to listen to any complaint from him on this ground."

See also *Willer* v. *Willer*, 1 Wend. 55, to the same effect.

In *Erskine* v. *Davis*, 25 Ill. 226 (1861), Caton, C. J., said: "If this was a mere question of identity of a paper described in a pleading which had misstated the middle name, and which could have but one correct description, it might be a fatal misdescription."

But in *Thompson* v. *Lee*, 21 Ill. 242 (1859), Walker, J., said: "It is urged that there was a variance between the note declared upon and that which was read in evidence on the trial. The summons and declaration were each against James Thompson and John L. Thompson, and the note read in evidence is signed by John L. Thompson and James Thompson. But in the latter signature a letter or character resembling the letter B. or R. appears between the Christian and surname. Whether it was intended to be a letter, or a character used as the maker's mark, we conceive can make no difference, as such initial letter is not regarded as part of the name, and the law only recognizes one Christian name of a party."

In cases involving the consideration of the sufficiency of grants, tax rolls and certificates of tax sales this matter has been frequently considered.

In *Erskine* v. *Davis, supra*, Caton, C. J., said: "The objection to the execution of the deed by Margaret is that her name in the body of the deed is written Margaret *A.* Gittings, and her signature to the deed is Margaret *S.* Gittings, which is the real name of the party who owned that interest in the land, and who designed to convey the interest by the deed she thus executed. The middle name might have been wholly omitted in the body of the deed or in the signature, and the conveyance still be held good if the party actually owning the premises and intending to convey them was intended to be described in the deed and she actually signed it. In the law the middle letter of a name is no part of the name. It may be dropped and resumed or changed at pleasure, and the only inquiry is one of substance—was the deed in fact executed by the proper party?"

In *Franklin* v. *Talmadge*, 5 Johns. 84 (1809), an action of trespass *quare clausum fregit*, the plaintiffs produced a perfect title to William T. Robinson and others. The defendants objected to the deed on account of the variance as to the name of William Robinson named in the declaration. Plaintiffs offered to prove that one of the plaintiffs was as well known by the name of William Robinson as by the name of William T. Robinson; and that he was sometimes called by the one name and sometimes by the other. The Court ruled against the plaintiffs, who were nonsuited. The non-suit was subsequently set aside and new trial awarded, the Court saying: "The addition of the letter T. between the Christian name and surname of the plaintiff did not affect the grant, which was to be taken benignly for the grantee. It was no part of his name, for the law knows only of one Christian name, and it was perfectly competent for the plaintiff to have shown, if necessary, that one of the plaintiffs was known as well with as without the insertion of the letter T. in the middle of his name, though even that was not requisite in the first instance nor unless made necessary by testimony on the part of the defendant."

To the same effect are: *Gaines* v. *Dunn*, 39 U.S. 322 (1840), and *Schofield* v. *Jennings*, Adm'r, 68 Ind. 232 (1879), where the earlier cases are collected.

In *Van Voorhis* v. *Budd*, 39 Barb. 479 (1863), an action brought to recover damages for seizure and sale of a horse, the defendant justified under a tax warrant. The tax was assessed to Henry

D. Van Voorhis, while the real name of the plaintiff was *William H.* Van Voorhis. The proof upon the trial, however, showed that the plaintiff was also known in the town as Henry Van Voorhis, and that he was the person intended to be charged with the payment of the tax. Brown, J., said: "In respect to the presence of the letter D. between the words Henry and Van Voorhis upon the tax roll, it is to be regarded as surplusage upon the well known rule that the law recognizes but one Christian name. There was no proof offered to show that there was any other person in the town of Fishkill, known by the name of Henry Van Voorhis, or Henry D. Van Voorhis, to whom the charge might have referred, so that there could be no confusion and no uncertainty in regard to the person whose duty it was to pay the tax."

In *Stewart* v. *Colter*, 31 Minn. 385 (1884), the question was as to the sufficiency of certain tax certificates to vest titles in the plaintiff. Berry, J., said: "The objection that the certificates run to Nannie Stewart and not to Nannie *W.* Stewart, the name by which the plaintiff sues, is disposed of by the familiar rule that the law does not, except perhaps in special circumstances, recognize a middle name or its initial as a necessary part of a person's legal name."

The rule has also been frequently applied in criminal prosecutions.

In *Miller et al.* v. *People*, 34 Ill. 457 (1866), the indictment charged the robbery to have been committed on Isaac R. Randolph; it was proved that it was committed on Isaac B. Randolph, to whom the stolen money belonged. Counsel for defendant contended that although it was unnecessary to insert the initial R. in the name of the party robbed, yet, as it was inserted, and it was not proved he was as well known by the one name as the other, the variance was fatal.

Mr. Justice Breese said: "We are not of this opinion. The middle initial might, as counsel admits, have been wholly omitted in the indictment, and it would have been good if the real Randolph was intended to be named in it as the owner of the property stolen. In law the middle letter of a name is no part of the name. It may be dropped and resumed or changed at pleasure, and the only inquiry is one of substance—was he the real party robbed?"

In *State* v. *Black*, 2 Mo. App. 531 (1882), where John L. Black was indicted under the name of John B. Black, Blackwell, J., said: "The testimony of the notary is clear that the affidavit was made before him by the man Black on trial, and that that man made one and only one affidavit before him. The Christian or first name is called in law the proper name, and the person has but one, for middle names are not regarded in law. Nor is a middle initial regarded. * * * The change in the middle name is no variance nor does it appear how it can be at all material since the identity of the person who signed the affidavit is established."

In accord with these latter cases are:—*Choen* v. *State*, 52 Ill. 247 (1876); *Tucker* v. *People*, 122 Ill. 583 (1887), and *Ross* v. *State*, 116 Ind. 495 (1888).—*University Law Review* (*N. Y.*)

KISSING THE BOOK.

It is generally assumed that "kissing the book" is, or at any rate, was until recently, a necessary part of the legal ceremony of oath-taking. We believe this assumption to be erroneous. It would appear that the most ancient form of swearing in the Christian Church was to lay the hand upon the Gospels and say, "So help me God and these Holy Gospels." This seems to have been the usual ceremony accompanying a judicial oath until, at all events, the end of the sixteenth century; for Lord Coke says, "It is called a corporal oath because he (*i.e.* the witness) toucheth with his hand some part of the Holy Scriptures." It will be observed that Coke says not one word about kissing the book.

When the practice of kissing the book began is undetermined. It has been stated that this form was first prescribed as part of the ceremony of taking the oaths of allegiance and supremacy. It is interesting, and may be significant, to note that Shakespeare only once alludes to the practice of kissing the book, and on that occasion turns it into ridicule. Whatever the origin of the practice, there can be no doubt that kissing the book was the ceremony which usually accompanied the taking of an oath in an English Court of justice in the seventeenth century. But in 1657 there occurred a case, reported in 2 Siderfin 6, which for our present purpose is most important. It appears that on a jury trial Dr. Owen, Vice-Chancellor of Oxford University, being

called as a witness, refused to be sworn in the usual way by laying his right hand on the book, and afterwards kissing it; but he caused the book to be held open before him, and he raised his right hand. The jury doubting what credit they ought to give to his oath, the matter was referred to the Chief Justice, who ruled that Dr. Owen "had taken as good an oath as any other witness." And then the Chief Justice added an observation which in "Cowper's Reports," i. 390, and in "Macnally on Evidence," i. 97, and elsewhere, is misquoted as follows: "If I were to be sworn I would kiss the book." Now that is not at all what the Chief Justice said. The words in Siderfin's report are these: "Il dit si il fuit destre Jure il voilt deponer sa main dexter sur le liver mesme." Thus the Chief Justice says not one word about kissing the book. In 1745, on the occasion of the trial of the rebels at Carlisle, a question arose as to the validity in English Courts of the Scottish form of oath, when Mr. Justice Gould, "finding it to be the ceremony of a particular sect," admitted a witness to swear by the form of holding up the hand; and afterwards the judges determined that the witness was legally sworn. The same question arose, and was similarly dealt with, at the Old Bailey in 1786, and again in 1788. A few years later—namely, in 1791—the same question once more cropped up, and, after considerable hesitation, Lord Kenyon determined to receive the witness's evidence under the sanction of an oath so administered by uplifted hand. But there is a case which seems at first sight to run counter to the general drift of the decisions hitherto mentioned. It is reported, from a manuscript note, by Macnally in his book on "Criminal Evidence," vol. 1, p. 97: "On the trial of the rioters stiling themselves the Protestant Association at St. Margaret's Hill, Surrey, in 1780, Sylvester, for the prisoners, desired that some Irish Roman Catholics who appeared as witnesses should be sworn on the New Testament with a crucifix or cross on it, and said that he was well informed that persons of their persuasion were so sworn in Ireland by the magistrates and in the Courts of justice. But Baron Eyre denied that such a custom could exist, and ordered the witnesses to be sworn in the usual way." The comment of the learned author on this decision is as follows: "In the assertion the counsel was right; in the denial of the custom the judge was wrong." If, as was probably the fact, the witnesses

were called on behalf of the prosecution, whilst the objection was taken by the counsel for the defence, the case is clearly differentiated from the cases mentioned above, where the objection was raised by the witness himself. Thus understood, the decision seems to amount merely to this: that if the usual form of oath is binding on the conscience of a witness, the Court will refuse to consider, on objection taken by the other side, whether another form would be more binding. It stands, therefore, much on the same ground as the decision in *The Queen's Case* (1820), 2 B. & B. 284. There it was held that a witness, having taken the oath in the usual form without objection, could afterwards be asked whether he thought it binding on his conscience; but if he said "Yes," he could not be further asked whether he considered any other form of oath more binding.

Cases similar to those mentioned above having given rise to doubts, the Act 1 & 2 Vict., c. 105 was passed. By that Act it is provided as follows: "In all cases in which an oath may lawfully be and shall have been administered to any person, such person is bound by the oath administered, provided the same shall have been administered in such form and with such ceremonies as such person may declare to be binding." This statute has always been interpreted to confer a right upon a person who is willing to swear, but refuses to be sworn in the ordinary form, to have an oath administered to him in any manner which he may declare to be binding. Thus the law remained until 1888, when by the Oaths Act of that year, section 5, it was enacted as follows: "If any person to whom an oath is administered desires to swear with uplifted hand in the form and manner in which an oath is usually administered in Scotland, he shall be permitted so to do, and the oath shall be administered to him in such form and manner without further question."

The formula of the Scottish oath is as follows: "I swear by Almighty God [and as I shall answer to God at the Great Day of Judgment] that I will tell the truth, the whole truth, and nothing but the truth." During the debate in the House of Commons in 1888 it was stated that the words inclosed within brackets are often left out of the oath in Scotland; but the then Lord Advocate (Mr. Macdonald) emphatically denied the fact, and warmly declared that it was "utterly contrary to law to leave that reference out." Notwithstanding this high authority, there can

be little doubt that as a matter of practice these words are now frequently omitted by the judges of the Scottish Courts in administering the oath. But, however that may be, section 5 seems to have made them part of the form when used in England, and in many quarters they constitute a strong objection to the Scottish oath. For instance, Judge Snagge the other day said that he should not like to hear the witnesses in his Court at Northampton using that form of imprecation. Hence it is all the more necessary, pending a settlement by legislation, to insist upon the view that "kissing the book," is not an essential part even of the ceremony of taking the oath according to the English form.—*Law Journal.*

THE LORD CHANCELLOR ON THE CODIFICATION OF COMMERCIAL LAW.

The Lord Chancellor, in the course of a speech, May 5, at the annual meeting of the City and Guilds of London Institute, said that the codification of the law was a subject with which he was tolerably familiar. The first observation he would make about it was that codification did not depend upon the lawyers; it depended upon the legislative machine, and their legislative machine was at present not one that did its work with great facility and great speed. There was some difficulty in getting any law passed, and if they began to codify the law, even in its commercial aspects, he was afraid that the process would last some time. What had been done already had been done with great diligence certainly and with good effect. The law of bills of exchange, for instance, scattered as it was, had been now reduced to a code, and there was a Bills of Exchange Act which contained within its four corners the law applicable to the subject. Other branches, for instance partnership law, have also been codified. They had also a law which he thought he might claim some credit for—the law of interpretation, which interpreted certain words and gave legal effect to them. This was perhaps only a modest programme, but it was only by doing things in a modest way and in small bits that it could be done at all. He entertained some doubt about the complete success of the German code if it comprehended the whole commercial law of Germany, but he had not yet seen it, and could not pronounce

a judgment upon it. The Code Napoléon itself, ever since it was passed, had given rise to a large number of treatises, and when he looked at the decisions of the Courts of France he was not certain that the code, although it was an admirable work, completely facilitated everybody in understanding the law as people seemed to suppose would be the natural result of codification. Human language required exposition, because no language was so perfect as to give every shade of meaning; and when they put a thing into the iron framework of definition, they had immediately the foundation of various controversies as to what the exact meaning of each word was. The virtue, and, he believed, the great value, of the English law had been that, instead of putting everything in an iron framework of definition, they had had the principle established of what was called the common law, and among lawyers there was not much difficulty in saying what was the common law. But there was a great difficulty in saying sometimes what was the meaning of the statute law, and that was partly due, no doubt, to the mode in which the statute was manufactured. Something was brought in, and somebody suggested an amendment, and in order to save the bill from wreck the amendment was accepted without reference to the framework of the statute, with the result that when it had to be construed by the judges it was not always absolutely satisfactory. In addition to the law as to bills of exchange they had also codified the law as to arbitration, and they were now actually employed in the codification of the law as to the insurance of shipping, which was an important part of the commercial law, and they hoped to proceed with it as fast as they could. But, as he had said, it was only by proceeding in a small way, and with an unpretentious project, that anything real could be done. It was desirable that the law should be simple, and that commercial men should be able to understand it and apply it to their business transactions, and, so far as he was concerned as the holder of his present office, he would do all he could to aid that good work.

GENERAL NOTES.

THE BAR OF CHICAGO.—A late number of the *Chicago Legal News* gives biographical sketches, accompanied by portraits, of eleven "coloured" members of the Chicago Bar, one of them a woman.