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DISTRIBUTION OF ASSETS.

THE difference between the English and Ontario statutes abolishing the distinction as to priority of payments between specialty and simple contract creditors of deceased persons, is important.

IN ENGLAND the gist of the statute (32 & 33 Vic. c. 46,) is, that "no debt or liability . . . . shall be entitled to any priority or preference by reason merely that the same is secured by, or arises under, a bond, deed, or other instrument under seal, or is otherwise made or constituted a specialty debt; but all the creditors of such person, as well specialty as simple contract, shall be treated as standing in equal degree, and be paid accordingly out of the assets of such deceased person, whether such assets are legal or equitable, any statute or other law to the contrary notwithstanding: Provided always, that this act shall not prejudice or affect any lien, charge or other security which any creditor may hold (or be entitled to) for the payment of his debt."

IN ONTARIO the wording of the statute (Rev. Stats. Ont., c. 107, s. 30) is as follows:—"On the administration of the estate of any deceased person, in case of a deficiency of assets, assets due to the Crown, and to the executor or administrator of the deceased person, and debts to others, including therein respectively debts by judgment,

decree or order, and other debts of record, debts by specialty, simple contract debts, and such claims for damages as by statute are payable in like order of administration as simple contract debts—shall be paid *pari passu* and without any preference or priority of debt of one rank or nature over those of another; but nothing herein contained shall prejudice any lien existing during the lifetime of the debtor, on any of his real or personal estate.

PRIORITY.—Under the English statute a creditor obtaining judgment against an executor before any decree is made for administration is entitled to priority over creditors whose claims are not in judgment. *Re Williams L. R. 15 Eq. 270; Re Stubbs, 8 Ch. Div. 154.*

In Ontario, if a creditor recover judgment against an executor and obtain payment in full, he will, in case of deficiency of assets, have to account to the other creditors to the extent to which he has received more than his *pro rata* share of the estate. *Bank of B. N. A.* v. *Mallory, 17 Gr. 102.*

PREFERENCE.—Under the English statute an executor may, at any time prior to a decree for administration or the appointment of a receiver, prefer any one or more creditors to the others. *Re Radcliffe, 7 Ch. Div. 753; Snell's Equity, 263-4; May on Fraudulent Conveyances, 89.*

In Ontario, preference would amount to a *devastavit. Bank of B. N. A.* v. *Mallory, ante; Willis* v. *Willis, 20 Gr. at p. 400.*

RETAINER.—Under the English Act, the right of retainer by an executor has not been abolished, nor has it been enlarged so as to enable an executor to retain his debt as against a creditor of higher degree than himself. An executor, therefore, who is only a simple contract creditor of his testator, cannot retain his debt as against a specialty creditor. In such a case the effect of the statute is somewhat curious. The assets must be apportioned on the footing of giving an equal dividend to all the creditors—specialty as well as simple contract creditors; the dividend must then be paid in full to the specialty creditors; the executor then retains

his debt; and the residue is divided among the simple contract creditors. *Wilson* v. *Coxwell, 23 Ch. Div. 764.* This case may, or may not, turn out to be a sound exposition of the statute. There is, certainly, a strong argument against it. The Act expressly saves the right of any creditor entitled to "any lien;" and, as it appears to us, says, that subject to "any lien, charge or other security," all creditors, "as well specialty as simple contract, shall be treated as standing in equal degree, and be paid accordingly out of the assets." The effect of the above decision, on the other hand, is, that creditors are not "treated as standing in equal degree," but as in different degrees; and that while specialty creditors may be paid in full, the simple contract creditors may get nothing. Let us suppose that the debts altogether amount to $20,000, of which there is due to the specialty creditors $10,000, to the executor $9,000, and to one simple contract creditor $1,000. The assets are $10,000, which will pay a dividend of fifty cents in the dollar. The specialty creditors get their dividend in full, taking one half of the assets, and the executor takes the whole balance of the estate. This is hardly treating the creditors "as standing in equal degree," and paying them accordingly.

In Ontario, by the very wording of the statute, the right of retainer is displaced. *Re Ross, 29 Gr. at p. 391.*

RAILWAY CARRIERS OR WAREHOUSEMEN.

McCAFFREY v. C. P. R. Co.

IN this case (*1 Man. L. R. 350*) the facts were as follows: In the month of April, 1882, plaintiff's wife purchased from the G. W. R. Co. in the City of Toronto, tickets for the conveyance of herself and children from Toronto to Winnipeg, over certain lines of railway, including that of the defendants. At the time of purchasing the tickets, she had her baggage checked, in the usual way, through from Toronto to Winnipeg. She reached Winnipeg on the 24th of April, and on the following day she and the plaintiff went to the railway station to get her baggage, and there saw the trunk, the loss of which was the subject of the action. Her other trunks had not at this time arrived, and acting, as she said, on the advice of some person at the station, she did not take it away, but left it to await the arrival of the others. A day or two after, the other trunks arrived and were taken away by the plaintiff and his wife. The trunk which first arrived had, however, in the meantime disappeared and was never received by the owner. The court held that the defendants were not liable as warehousemen, because it did not appear that they had charged or were entitled to charge storage; but held, without giving reasons for the opinion, that the defendants were liable as common carriers. We think that this latter point will stand a little investigation.

There is no doubt that "it is the duty of a railway company with regard to the luggage of a passenger, which travels by the same train with him, but not under his control, when it has reached its destination, to have it ready for delivery upon the platform at the usual place of delivery, until the owner, in the exercise of due diligence, can receive it; and the liability of the company does not cease until a rea-

sonable time has been allowed to do so." *Patscheider* v. *G. W. R. Co., 3 Ex. Div. 153.* In that case it appeared that a lady's maid was travelling with her mistress on the defendant's line. On arrival at the station the plaintiff saw her box taken from the luggage van and placed on the platform with other luggage of her mistress. She then told the porter of her hotel to take the luggage to the hotel, but the box was not among the luggage brought up by him. The evidence as to what took place after the box was taken from the van and placed upon the platform was conflicting, but the jury found that there had been no delivery. The defendants were held to be liable as carriers. Cleasby, B., in giving judgment, said: "As far as regards any question of law to be laid down upon the subject, I should have no hesitation in saying that the mere throwing the box out upon the platform, mixed, as it might be, with other luggage, was not a delivery, or a discharge of the defendant's obligation. It can hardly be contended that could be so; but it must be placed there and kept until the passenger has the opportunity of calling for it and receiving it." See also the following cases taken from an article in the *Am. Law Reg. vol. 24, p. 181: Vanhorn* v. *Kermit, 4 E. D. Smith, 453; Ross* v. *M. K. & T. Rd., 4 Mo. App. 583; Roth* v. *Rd. 34 N. Y. 548; Louisville Rd.* v. *Mahan, 8 Bush. 184; Holdridge* v. *Rd., 56 Barb. 191; Jones* v. *Transportation Co., 50 Barb. 193; Minor* v. *C. & N. M. W. Rd., 19 Wis. 40; Louisville Rd.* v. *Mahan, 8 Bush. 184; Fairfax* v. *N. Y. C. Rd., 37 N. Y. (S. C.) 516, 43 Id. (S. C.) 18: Warner* v. *Rd., 22 Iowa, 166; Bartholomew* v. *Rd., 53 Ill. 227; Curtis* v. *Rd., 49 Barb. 148; Burnell* v. *N. Y. C. Rd., 45 N. Y. 184; Quimet* v. *Henshaw, 35 Vt. 604.*

The subsequent case of *Hodkinson* v. *The London and North Western R'y Co., L. R. 14 Q. B. Div. 228,* is more instructive. The head note is as follows: "The plaintiff arrived at a station on the defendant's railway with her luggage contained in two boxes, which were taken from the luggage van by a porter in the employ of the company. The porter asked the plaintiff if he should engage a cab

for her. In reply she said she would walk to her destination, and would leave her luggage at the station for a short time, and send for it. The porter said "All right; I'll put them on one side and take care of them;" whereupon the plaintiff quitted the station, leaving her boxes in the custody of the porter. One of them was lost. *Held*, that the transaction amounted to a delivery of the luggage by the company to the plaintiff, and a re-delivery of it by her to the porter as her agent to take care of, and that consequently the company were not responsible for the loss."

It appears to us that this latter case is sound. As a carrier, the railway company assumes a heavy responsibility. The company as a carrier is an insurer of the goods. But the owner has no power to continue that responsibility beyond a reasonable time after the carriage is at an end. In the case of ordinary luggage carried on the same train as its owner, a "reasonable time" cannot surely be extended beyond the day following its arrival. And if the owner on that day goes to the station, sees the luggage and choses to leave it there, we think that the carriage is at an end, and that the company if liable at all must be so as warehousemen or as gratuitous bailees, in which cases negligence or gross negligence would be the test of their liability, and not merely the fact of loss.

THE 17TH SECTION[1] OF THE STATUTE OF FRAUDS.

29 Ch. II. c. iii. s. 17. (A. D. 1676.)

And be it further enacted: That no contract for the sale of any goods, wares and merchandises for the price of ten pounds sterling or upwards, shall be allowed to be good, except the buyer shall accept part of the goods so sold and actually receive the same or give something in earnest to bind the bargain or in part payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract or their agents thereunto lawfully authorized.

[We make no apology for giving the profession in Manitoba the benefit of Mr. Justice Stephens' digest of the law upon this important section. It has appeared in the first number of *The Law Quarterly Review*, (Stevens & Sons, Lon. Eng.), a periodical with pretensions far in advance of the ordinary law journal.]

THE 17TH SECTION OF THE STATUTE OF FRAUDS REDRAWN,

SO AS TO SHOW THE EFFECT OF THE DECISIONS UPON IT FROM 1676 TO 1878.

ARTICLE 1.

Contract for Sale of Goods defined.

The word 'goods' is hereinafter used in the sense stated in Article 3.

A sale of goods is the transfer of the property in goods for a price in money by the vendor to the purchaser[2].

A contract for the sale of goods is a contract by which the vendor promises to transfer to the purchaser, and by

[1] 16th in the Statutes of the Realm and Revised Statutes. [2] See Benj. I.

which the purchaser promises to accept from the vendor, a transfer of property in goods, whether the goods are delivered at the time of the contract or are intended to be delivered at some future time, and whether the goods are, at the time of the contract, actually made, procured, or provided, or fit or ready for delivery or not, and whether or not any act is requisite for making or delivering or rendering them fit for delivery[1].

[Submitted.] A contract by which one person promises to make goods for another, and by which the other promises to pay a price for such goods when they are made, is a contract for the sale of goods[2].

A contract by which one person promises to make something which when made will not be his absolute property, and by which the other person promises to pay for the work done, is a contract for work, although the payment may be called a price for the thing, and although the materials of which the thing is made may be supplied by the maker.

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[1] *Lee* v. *Griffin*, 1 B. & S. 272; 30 L. J., Q. B. 252, reviewing earlier cases; and see Benj. 99-103, 3rd ed. The latter part of the paragraph is the equivalent of 9 Geo. IV., c. xiv. s. 7, with slight verbal alterations to adapt it to the structure of the sentence. The statute of Geo. IV. does not say that the Statute of Frauds is to extend to a case in which the property in the goods is intended to pass at a time subsequent to the contract, but antecedent to the delivery. 'I contract with you to-day that my horse shall become your property to-morrow, that he shall be delivered to you next week, and paid for next month.' Such a contract, I suppose, would be a very unusual one.

[2] This is somewhat different from the principle stated by Mr. Benjamin in his remarks on *Lee* v. *Griffin*. The difference lies in the last paragraph of the article. Mr. Benjamin seems to me to explain very clearly one part of the rule, namely, that part which states that a contract is for the sale of goods if the object is to produce a chattel which is to be transferred for a price from the maker to the person who orders it. But this does not quite explain such a case as *Clay* v. *Yates*, or the case of the solicitor and the deed. The true principal of these cases appears to me to be that neither the book when printed, nor the deed when drawn, is the absolute property of the printer or the solicitor. The author's copyright in the book, and the client's interest in the deed, qualify their proprietary rights. If the printer, being unpaid, were to sell the copies to a publisher, or if the solicitor, not getting his costs, were to

ILLUSTRATIONS.

1. A promises to make a set of false teeth for B, and B promises to pay for them when made. This is a contract for the sale of goods[1].

2. A promises to paint a picture of great value for B, A finding the paint and canvas, which are of small value, and B promising to pay for the whole as a work of art. This is contract for the sale of goods[2].

3. A employs B to print 500 copies of a book, written by B, at 4*l.* 10*s.* a sheet. This is a contract for work, and not for the sale of goods, though B finds the materials[3].

4. A employs B, a solicitor, to draw a deed on parchment and with ink supplied by B. This is a contract for work, and not for the sale of goods[4].

5. A contracts with B that B shall carve a block of marble belonging to A into a statue, A paying a large sum of money as the price of the statue. This is a contract for work, although the word 'price' may be used in it[5].

ARTICLE 2.

Contracts for Sale of Goods of value of 10l. to be in a certain Form.

No agreement for the sale of goods of the value [6] of 10*l.* or upwards is a contract enforceable by law, unless one or other of the conditions hereinafter specified is observed before the agreement is sued upon.

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threaten to destroy the deed, each could be restrained. A book is more than a bare combination of ink and paper. I should say that the materials used in making it had ceased to exist as such, and that the new product was the property of the employer, subject to the printer's lien and other remedies for the price of his labour.

[1] *Lee* v. *Griffin*, 1 B. & S. 272; 30 L. J., Q. B. 252.

[2] Per Blackburn J. in *Lee* v. *Griffin*.

[3] *Clay* v. *Yates*, 1 H. & N. 73; 25 L. J., Exch. 237.

[4] Per Blackburn J. in *Lee* v. *Griffin*.

[5] Suggested as a consequence of *Lee* v. *Griffin*.

[6] The effect of 7 Geo. IV. c. xiv. s. 7, is to substitute 'value' for 'price.' *Harman* v. *Reeve*, 18 C. B. 586, 595; 25 L. J., C. P. 257.

This article includes—

(*a*) Single agreements for the purchase of more things than one, each under the value of 10*l.*, but collectively worth 10*l.* or upwards[1]

(*b*) Agreements for the sale of goods, and also for other objects, in which the goods sold are worth 10*l.* or upwards[2].

(*c*) Agreements for the sale of goods of unascertained value at the time of the sale, which are afterwards ascertained to be worth 10*l.* or upwards[3].

ILLUSTRATIONS.

1. A buys several articles at the shop of B, a linendraper, the price of each being separately agreed upon, and desires an account of the sale to be made out. No one article is of the value of 10*l.*; the total value is 70*l.*[4]

2. A agrees to sell a horse to B, and keep it at his own expense for six weeks, after which B is to fetch it away and pay A 30*l.* The agreement for the sale of the horse is within the statute[5].

ARTICLE 3.

Goods defined.

The word 'goods' in Article 1 includes every kind of tangible moveable personal property, whether such property was originally fixed or growing out of the soil or not[6].

It does not include shares[7], stocks[8], documents of title, or rights of action.

It does not include things fixed upon or built upon the land[9].

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[1] Illustration 1.

[2] Illustration 2.

[3] Involved in *Watts* v. *Friend*, 10 B. & C. 446.

[4] *Baldey* v. *Parker*, 2 B. & C. 37,

[5] *Harman* v. *Reeve*, 18 C. B. 586; 25 L. J., C. P. 257.

[6] Benj. 107, quoting Black. 9-10.

[7] *Duncroft* v. *Albrecht*, 12 Sim. 189 (Railway Shares); *Humble* v. *Mitchell*, 11 A. & E. 205 (Joint Stock Bank Shares).

[8] *Heseltine* v. *Siggers*, 1 Ex. 856; 18 L. J., Exch, 166.

[9] *Lee* v. *Gaskell*, 1 Q. B. D. 700 Black. 20.

It does not include the natural growth of land, such as growing timber, fruit, or trees, and the like, growing in the land, and not severed from it[1], and from the further growth of which in the soil the purchaser is to derive some benefit[2]; but it does include standing timber, which is to be severed immediately either by the seller or the buyer[3].

It [probably] includes crops annually produced by human labour, such as corn and potatoes, or crops which require annual labour in order to make them grow from old roots, such as hops, growing in the land but not severed from it.[4]

It [probably] does not include crops produced by human labour which require a longer period than a year to come to maturity[5], or which produce more crops than one when they have come to maturity, such as madder, clover and teasels, growing in the land and not severed from it[6].

ARTICLE 4.

Acceptance and Actual Receipt.

An agreement for the sale of goods of the value of 10*l.* or upwards is a contract enforceable by law, if the buyer—

(*a*) actually receives; and

(*b*) accepts part of the goods sold[7].

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[1] Benj. 109. Such crops are sometimes called 'fructus naturales.' These, however, are included under s. 4 of the statute which relates to the sale of real property.

[2] *Marshall* v. *Green*, 1 C. P. D. 35; 1 Wms. Saunders, 395.

[3] See *Marshall* v. *Green*.

[4] *Graves* v. *Weld*, 5 B. & Ad. 105, 119; but see *Waddington* v. *Bristow*, 2 B. & P. 452, which, however, is virtually overruled. See Benj. 102; see also *Evans* v. *Roberts*, 5 B. & C. 829, and *Marshall* v. *Green*. Such crops are sometimes called 'fructus industriales.'

[5] Co. Litt. 55 *a*, adopted in *Graves* v. *Weld* (sup.). Such crops would, however, come under the 4th section, if they do not come under the 17th.

[6] *Graves* v. *Weld*, 5 B. & Ad. 105, 119, Benj. 118. The case does not quite support the proposition in the text.

[7] These are very nearly the words of the Statute of Frauds.

ARTICLE. 5.

What constitutes Actual Receipt.

A buyer is said actually to receive goods from the seller—

(*a*) When the seller or his agent actually delivers the goods to the buyer or his agent, or authorises the buyer or his agent to assume the control of the goods, wherever they may be.[1]

(*b*) When the seller continues to hold the goods after the sale, agreeing with the buyer to hold them as a bailment from the buyer[2].

(*c*) When, the goods being at the time of the sale in the possession of any person as agent or bailee for the seller, it is agreed between the buyer and the seller and such agent or bailee that such agent or bailee shall from the time of the agreement hold the goods for the buyer and not for the seller[3].

(*d*) If at the time of the sale the buyer himself holds the goods as agent or bailee for the seller, an agreement that the buyer shall from the time of such agreement hold the goods as owner may be inferred as a fact from any dealings by the buyer with the goods inconsistent with the continuance of his relation of agent or bailee to the seller[4].

In each of the cases aforesaid, the question whether there has been an actual receipt of the goods by the buyer is a question of fact. The question whether facts have been proved from which such a receipt may be inferred is a question of law[5].

If the buyer directs the seller to send the goods to the buyer by any common carrier or other person, such carrier or other person is deemed to be the agent of the buyer for the receipt of the goods.

A wrongful refusal to accept goods lawfully tendered to the buyer has not the same effect as an actual receipt of the goods.

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[1] Benj. 154-5. [2] Illustrations 1-4. [3] Illustrations 5-6.

[4] Illustration 7. [5] Benj. 150 sqq.; *Bushel* v. *Wheeler*, 15 Q. B. 443 n.

ILLUSTRATIONS.

1. B, a livery stable keeper, offers to sell a horse in his stable to A. A says: 'The horse is mine; but, as I have no stable, you must keep him at livery for me.' B is bailee for A, and this is a receipt and acceptance by A[1],

2. B verbally agrees with A to sell A a horse. Immediately after the agreement is complete, B asks A to lend B the horse for a short time. A assents, and leaves the horse in B's custody. This amounts to a receipt and acceptance by A[2].

3. A agrees to buy a horse from B for forty-five guineas, and to fetch it away on a day named. A comes back about that day, rides the horse, and asks B, as a favour, to keep it for him another week, saying that he will call and pay for it at the end of that time. Here there is no actual receipt or acceptance by A[3].

4. A verbally orders two puncheons of rum and one of brandy from B, on the terms of six months' credit, the brandy to remain in B's bonded warehouse till wanted by A. B accepts the order, and sends A an invoice specifying particular puncheons as sold to A, stating the price, and adding 'free for six months,' meaning that the goods may remain so long without charge in B's warehouse. After the six months, A asks B if he will take the goods back, or sell them for A. These facts are relevant to show that A has actually received and accepted the brandy by assenting to B's holding it as warehouseman[4]

5. A buys of B, through a broker, five tons of a specified quality of oil, to be paid for on delivery. B has oil of that quality lying at a wharf, and authorizes the wharfinger to transfer the quantity bought by A into A's name. The wharfinger gives B a transfer order. B then sends a clerk to A with the transfer order, and an invoice and receipt, to

[1] *Elmore* v. *Stone*, 1 Taunt. 458.

[2] *Marvin* v. *Wallis*, 6 E. & B. 726; 25 L. J., Q. B. 369.

[3] *Tempest* v. *Fitzgerald*, 3 B. & Ald. 680.

[4] *Castle* v. *Sworder*, in Ex. Ch. 6 H. & N. 828; 30 L. J., Exch. 310.

be exchanged for a cheque. A takes the transfer order and refuses to give a cheque. B's clerk then goes to the wharfinger and withdraws B's authority, but the wharfinger delivers to A. Here there is no actual receipt by A, because the wharfinger delivered against B's will, and never held for A with the consent of both A and B[1].

6. B verbally sells to A goods lying at a wharf, and endorses and delivers to A a delivery account for them. A keeps the warrant, but refuses to pay for the goods, and denies that he ordered them. These facts do not amount to a receipt of the goods by A, though they are relevant to to show an acceptance under the next following article[2].

7. A has goods of B's in his custody. It is agreed that A shall sell part of the goods, to satisfy a debt exceeding 10*l.* which B owes A; but before any sale has been made A verbally proposes to keep the goods at a price mentioned, and B assents. This is relevant to show a change in the character of A's custody of the goods amounting to a receipt and acceptance by him as buyer[3].

(*To be continued.*)

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[1] *Godts* v. *Rose*, 17 C. B. 229; 25 L. J., C. P. 61.

[2] *Farina* v. *Home*, 16 M. & W. 119; 16 L. J., Exch. 73.

[3] *Edan* v. *Dudfield*, 1 Q. B. 302.

EDITOR'S NOTES.

Electing Judges by Popular Vote.

An argument against the election of judges is supplied by the recent defeat of Mr. Justice Cooley in the State of Michigan. Of him *The Central Law Journal* says: "Thos. M. Cooley as a constitutional lawyer takes rank by the side of Story and Marshall. As a writer upon constitutional law he is superior to Story, because he is more accurate, less diffuse, and is not vain of a display of learning. His legal judgments surpass those of Story in brevity and diction; they equal those of Marshall in diction and in massive reasoning, and greatly surpass them in learning. No judge has ever lived in this country, possessing a more enlightened spirit of justice, or a more evenly balanced judicial mind. His work on torts is the finest epitome of the law upon that subject which has ever been written in the English language. His labors as a lecturer in the law school of the University of Michigan have given him a personal acquaintance with the members of the bar in every section of the Union. Through his labors as an instructor, an author and a judge, he has acquired a hold upon the good opinions of his professional brethren such as is probably enjoyed by no other living lawyer. And yet this great lawyer, after having occupied for some twenty continuous years a seat upon the supreme bench of his State, was defeated of re-election the other day by a political combination, having at the head of their ticket a man unknown to the legal profession outside of Michigan."

Every system has its defects. The fact that Judge Cooley has been maintained for twenty years, by popular vote, as a judge, shows, at all events, that that system does not necessarily result in the election of demagogues—a result that we, in Canada, are apt to regard as inevitable. To the appointment-for-life principle there is the grave ob-

jection that although a judge may disappoint expectations, or survive his usefulness, his death is the only release from his encumbrance of the bench, and a frightful waste of time and money.

English Registrars and Manitoba Judges.

In *The Law Journal* (Eng.) of 11th April we find the following:—"We regret to announce the death of Mr. Frederick S. Teesdale, fourth registrar of the Chancery Division, which took place on Wednesday, the 8th instant. He will be succeeded in his office, *which is worth £1,800 a year*, by Mr. Nelson Ward." *Quære*, If the fourth registrar gets $9,000 a year, how much is the salary of the first registrar in excess of that of a Manitoba judge?

Strabismic Advantages.

The Supreme Court of Pennsylvania has decided that unless persons look both ways in crossing a railroad track they cannot obtain damages for injuries they may receive. This gives cross-eyed people a decided advantage over those who can see straight, and in some measure mitigates the affliction of being cross-eyed. Life is full of compensations. —*Boston Courier.*

The Pennsylvania court is not alone in its opinion. See *Davey* v. *L. & S. W. Ry. Co*, *12 Q. B. Div. 70.*

Kansas Law Journal.

We have refrained from noticing this new journal until a series of its issues—not merely the first issue—should determine its value. The last number leaves us no room for doubt that the *Kansas Law Journal* will be a permanent and valuable addition to the legal literature of the continent.

Easter Term.

By an Act of the Session just closed, Easter Term commences on the third Monday in May.