A modification has been suggested of a very interesting nature. Some years ago the experts of the Geological Survey of Scotland proved the existence of what is scientifically termed "a deep trough" between the Forth and the Clyde on the very line proposed for the canal. This "trough" is filled with beds of sand, gravel, and boulder clay, which are held to be the deposits of former tidal currents. In other words, at some remote period the sea swept right through between the two estuaries. This discovery has suggested a novelty in engineering — why not employ the forces which caused these deposits to sweep the "trough" clean again? At present, high water in the Firth of Clyde is nearly low water in the upper part of the Firth of Forth, and there is a difference between the two sea-levels of fourteen and a half feet. If, then, it is contended, there were now a free passage between the two estuaries, there would be a strong current through this old "trough" running each way four times in the twenty-four hours. A suggestion has therefore been made to carry a large pipe at low-water level along the old channel, so that at high-water in the Forth the sea would flow through the pipe with great force. Excavation would be going on all the time, and the detached sand, clay, etc., would be let down into the pipe by means of shafts, and swept away into deep water by the mere force of the current.

By this ingenious process it is calculated that the cost of excavating would be enormously reduced; and it is even supposed that it might render a tidal canal practicable, with gates only to regulate the force of the tide. On the other hand, another variation, but on the same line of route, is a proposal to raise the canal to a high level throughout, so as to pass over all railway bridges, etc., and to require no intermediate locks. Access would be given at each end by enormous locks on the principle of those which have been adopted for the Nicaragua Canal, which would lift vessels to the level of the elevated water-way at one operation, and lower them again at the other end at another single operation. These proposals, however, present problems in engineering which we are not prepared to discuss, and which must be left to experts. They are sufficiently interesting in themselves, and it is not for the unskilled to pronounce judgment on their practicability.

It may be asked—why not deepen and widen the existing barge canal so as to make it available for ocean-going vessels? The answer is that this was carefully gone into, but it was found that excavations of so costly a nature would be required, and so much valuable land would be interfered with, that the total expense would be very much greater than that of an entirely new water-way on either of the routes proposed.

As to the distances to be saved by this water-way, we may take the figures by Mr. D. A. Stevenson, C.E. From the Clyde to ports on the east coast of Scotland, north-east of England and north-west of Europe, the distance saved would be from 530 to 240 miles. From the Forth to West Scotland, North-west England, Ireland, America, and the Mediterranean, the saving would be from 490 to 140 miles. From the Tyne to the St. Lawrence the saving would be 150 miles. From the west of England to Scotland and north-east of Ireland to the middle and western ports of the Continent, the saving would be from 380 to 100 miles. The canal would add another sea-channel to our national water-ways, and practically extend the coast-line throughout one of the principal industrial centres of the country. For naval purposes, it is contended that a broad and deep channel across Scotland would form one of the most powerful auxiliaries of the Navy that can be devised, and would be one of the most effective means for protecting both the coasts and our fleets of merchant-vessels in time of war.

It is also said that the canal would provide the shortest possible sea routes between the chief business centres of Russia, Germany, Norway, Sweden, Denmark, and the ports of Canada and the United States.

Taking all the probable and possible sources of traffic into account, it is considered a moderate estimate on a low scale of dues to assume an income of at least £600,000 per annum. This certainly does not seem an excessive revenue to expect from a national and an international water-way; but the financial aspects of the scheme are beyond the design of the present article.

HOW SHALL I MAKE HIM PAY?

BY A FAMILY LAWYER.

IT is good to owe no man anything; it is equally good to let no man owe us anything. Ready money is the best rule for our business dealings. It is one thing, however, to lay down rules, and quite another thing to act upon them. Everyone cannot at all times practise such severe virtue. There is the friend to whom in a moment of weakness you lent that £10 note. There is that bill for schooling due from Captain Smith, whose boys you have been teaching for the past six months. There is that grocer's account which Mr. Jones owes you, and which he has for a year past been constantly promising to pay as soon as he gets his next month's salary. Friendly applications for the amount have brought a plentiful crop of expectations—but nothing else. Nothing is left for it but the taking of legal proceedings. How is this to be done? This is what I propose to explain to any reader who may be troubled with a debtor whose performances do not keep pace with his promises.

Before I proceed to my explanation I should like, if I may, to ease my mind by strongly advising anyone who thinks of suing a debtor to adopt the advice which *Punch* some years ago gave to those about to marry: "Don't!" Take a ruler and some red ink instead, rule off the debt as bad, and forget it as quickly as possible. In most cases the best way of recovering a bad debt is to make a good one. Of course my advice will be rejected: gratuitous advice always is. I shall not be disappointed; I did not expect it to be taken any more than the pastrycook expects to sell the glass jellies with which he adorns his shop windows. No; I give it for an altogether different reason. There is, indeed, one word of counsel which I venture to press. I hope that before suing a debtor the creditor will consider whether he is really able to pay—whether the debtor has goods which can be seized and sold, or whether he earns an income out of which the judge may order him to pay the debt by instalments. If not, do not sue. In the good old days it was the debtor who had nothing to pay who did wisely if he agreed with his adversary quickly. Now the position is reversed. The debtor who has no means of paying is safe, and it is the unlucky creditor who will do wisely to leave such a debtor alone.

If, however, the debtor could pay if he would, if the debt is below £50, and legal proceedings are determined upon, the usual way is to sue in one of the county courts. There are a large number of these courts in England and Wales, and the question meets a creditor at the outset, which of them is the proper one in which to commence proceedings? The creditor has some small choice in the matter, but must sue either in the court within whose district the debt was contracted, or in that within whose district the debtor lives or carries on business.

The former will probably be the court nearest to the creditor himself, and consequently the more convenient for him. If, as is frequently the case, the debt was contracted within the district in which the debtor himself resides, and also carries on his business, then the creditor is confined to that court alone, and has no option in the matter. When the debt exceeds £5 the creditor has the option of two forms of procedure. He may either issue an ordinary summons or what is known as a default summons. The advantages of a default summons are about counterbalanced by its disadvantages. I will assume, therefore, that the creditor adopts the ordinary summons, and confine myself entirely to that method.

In order, then, to issue his summons—called in uncouth county court language, a "plaint"—the creditor must go or send to the office of the county court. He must write out shortly and distinctly a statement showing the nature of his claim and its amount, as thus:—

1890.		
Dec. 1.	Money lent...	£10
June to Dec.	Half-year's school fees ...	£25
Jan. to Dec.	Goods sold and delivered	£40

He must provide himself with two or three copies of this statement, which is called the "particulars of his demand." On entering the county court office, the creditor must address himself to the clerk whose duty it is to issue plaints. This official will give him a blank form, called a "precipe," to fill up. This the creditor does by inserting the name and address of himself and his debtor, and also another statement of the nature of his claim and the amount he claims. He then returns this precipe to the official, and hands him also the copies of the "particulars of demand" which he has already prepared. Then comes the last but most important part of the issuing of a county court summons. The plaint fee has to be paid. The suitor in the county court is not long in discovering that the key to the whole system—the centre around which everything turns—is fees. There is a maxim of the Chancery Court quaintly expressed in this way: "Let him that cometh into equity come with clean hands." If I might suggest a maxim for the county court, I would say: "Let him that sueth in the county courts put money in his purse."

You pay, on entering your "plaint," a fee of one shilling for every pound claimed until the fee reaches £1, when no higher fee is charged. You pay upon the hearing of the action a hearing fee of two shillings in the pound until the fee reaches the maximum of £2, and you pay on issuing execution a fee of 1s. 6d. in the pound up to the maximum fee of 30s.

When you have handed in your particulars of demand, filled up your precipe, and paid your "plaint fee," the clerk gives you a document known as a "plaint note." This plaint note contains a receipt for the plaint fee you have just paid, and a statement of the day upon which your action will be heard. The plaint note is, as will be seen, an important document, and must be taken care of. From a simple creditor you have now been promoted to the dignity and important position of plaintiff in a lawsuit, and as a plaintiff I shall henceforth refer to you.

An official of the court serves the summons upon the defendant, and the plaintiff has nothing further to do until the date for hearing, technically known as the "return day," arrives. Upon that fateful day the careful plaintiff will fortify himself with a hearty breakfast, eating as he who knows not when he will eat again. He will also take especial care to clothe himself with patience as with a garment—of course, in addition to his ordinary clothes. Thus equipped for the fray, the plaintiff, with what confidence he may, collects his documents, and with his witnesses proceeds to the court-house. On arrival there, he must first go into the room where the summonses are being called out before the registrar. The registrar's room on a busy day is full to overflowing. When the plaintiff hears his case called he must answer to his name. He will then go before the registrar, who will take from him the hearing fee, and, if the debt is not disputed, will give him judgment.

If, however, you are not one of the lucky ones, you must wait to hear your case heard by the judge. How long you will have to wait depends upon the number of cases before the court and the position of your case

in the list. This period of waiting, sometimes extending to a whole day, is very tedious, and is often a serious loss to a business man kept away from his business, with such clerks or assistants as may be necessary witnesses in his case. I would strongly advise any unaccustomed plaintiff to pay attention to the cases that are being tried while he is waiting for his turn; he may in this way pick up a good many "wrinkles" of practical value when his own case is heard. Unpleasant as is the waiting, the actual hearing of the case is often more trying still, and the plaintiff who escapes a bad quarter of an hour may consider himself fortunate.

To show the kind of thing that often happens, I will take by way of illustration the common case of a grocer suing a customer for the balance of a grocery account. If the plaintiff has beguiled the tedium of the waiting time by listening to the trial of actions like his own, he has gained useful experience and has his own case in order. He has his books ready for reference, and has his assistants in court to prove the ordering and delivery of every item in his account. The judge will probably lecture him, as the case proceeds, upon the folly of giving credit—a lecture which might well be spared the poor man, who is by this time fully convinced of his unwisdom. The judge will also teach him how to keep his books, and give him more or less valuable advice upon the way a grocer should run his business. This is a little way that judges have.

When at last he has proved every item of his claim, the plaintiff not unnaturally expects judgment. Sometimes he is unpleasantly disappointed. No man is fully acquainted with the ingenuity of the human mind until he has heard all the defences that a debtor can set up to a simple action for debt in the county court. I will give one, and I choose it because it is nowadays getting common. It is easy to set up, difficult to disprove, and moreover, when established, is fatal to the plaintiff.

My grocer plaintiff will most likely have proved that the goods supplied were ordered by the defendant's wife, and either delivered to her or at the defendant's house. The business of shopping is, in fact, commonly left to the housewife. This is the defendant's opportunity. "Yes," he may say, "I won't dispute that my wife dealt with you, and it is quite likely that she had all the goods for which you have charged; but I give her every week a sum sufficient to buy and pay for everything we require, and she has no authority to pledge my credit." This defence, unexpected as it may be by the unwary plaintiff, is legally sound, and I have known it over and over again successfully raised.

In most cases, of course, when the plaintiff has proved his case he gets judgment. Then comes the most important question of all—How is this judgment to be enforced? If the amount of the debt is under £20, the judge may order it to be paid by instalments; and very amusing to the onlookers are the wordy contests between plaintiff and defendant as to the amount of these same instalments. The plaintiff protests that the defendant is in a good situation, earns a large income, and is well able to pay quickly. The defendant declares that work is slack and wages low, that he has a sick wife, a young and rapidly increasing family, and, in addition, he has to keep his mother-in-law. The judge cuts the discussion short by ordering payment of so many pounds or shillings a month—a decision which generally satisfies neither party. If the debt is over £20, or the judge declines to order payment by instalments, the defendant must pay the money into court within fourteen days from the judgment. Unless he does this, the plaintiff is at liberty to enforce the judgment by process of execution.

Execution—the seizure and sale of the debtor's goods—is carried out by an officer of the court, called the high bailiff, and before this officer will stir in the matter there is the execution fee of 1s. 6d. in the pound to be paid.

The high bailiff has six weeks in which to perform his duty and report the result to the registrar of the court. At the expiration of that time the plaintiff ought to be able to ascertain by enquiry at the county court whether or not the high bailiff has been able to get him his money. It is not infrequently found—alas! for the vanity of human wishes—that to recover judgment is one thing, and to recover the money another.

When the high bailiff proceeds to seize the goods at the debtor's house, he often finds that there are no goods worth selling beyond the £5 worth of clothing and furniture which he is bound to allow the debtor to retain. Or, again, he is met by a claim for rent on the part of the debtor's landlord. There are not enough goods to satisfy both claims, and that of the landlord has precedence. Sometimes there is a bill of sale upon the goods. Sometimes there is a full house of furniture, but all upon the hire system. Sometimes, especially of recent years, the goods are claimed by the debtor's wife. If none of these pitfalls await the adventurous plaintiff, he in due course, on presenting his plaint note (which he has been careful to keep) at the county court office, reaps his reward.

There is another way of making a debtor pay, more commonly used in the case of a debt ordered to be paid by instalments, but equally applicable to either form of judgment. The plaintiff may issue what is known as a judgment summons. He must, of course, pay fees for this, as for other summonses, but fortunately on a lower scale. The plaintiff fills up the necessary forms at the county court office. A day is appointed for the hearing, and the summons is in due course heard, after payment of a hearing fee. A judgment summons, be it observed, is never called on in the registrar's room, the judge only having power to hear it. Upon the hearing the defendant is not allowed to dispute the debt, and the plaintiff has only to show that the defendant has had the means of paying the instalments or whole debt in arrear, as the case may be. The defendant usually sends his wife to represent him. She, wise woman, carries a baby—either her own or borrowed for the purpose—and wears her "court dress"; not that this "court dress" has

any close kinship with the dress in which, under happier circumstances, women are wont to be presented to Her Majesty. The name alone is the same. This "court dress" consists of just the very oldest clothes in which it is decent to appear in public. The wife repeats the old story of slackness of work, sickness, many children, and so on. The judge, if he believes her, makes no order. If, on the other hand, the judge believes that the defendant could have paid if he would, he orders a warrant to issue for the defendant's arrest and committal to prison. In making this order, the judge usually gives the defendant a few days' grace—a short time within which he may pay the amount in question into court, and so keep out of prison. The common term of imprisonment ordered is ten days, and the oracular form of the usual order is—"Ten days; suspended for a fortnight." "Suspended," be it understood, refers to the warrant, and not to the luckless defendant.

If after taking all this trouble, spending his money as freely as a suitor must, experiencing in his own proper person some little of the law's delays and its glorious uncertainty, any of my readers, in technical phrase, "takes nothing by his action," why, I am not to blame. What did I advise at the beginning of this article?

HOW WE GOT OUR TENNIS LAWN.

BY AN AMATEUR GARDENER.

"TENNIS WAS AT LAST ESTABLISHED AT HOLLY-BUSH MANOR" (*p.* 594).

THOUGH we occasionally, perhaps, had our little differences, yet, on the other hand, we certainly could not be called a quarrelsome quartette. Our party—in so far as the juveniles were concerned—was made up of four brothers and sisters, all of them fairly good gardeners, under the able tuition of the head of the household, old Uncle John. But though kind at heart and somewhat indulgent in most things to his nephews and nieces, he was a regular old Martinet in any matter concerning the garden: woe be unto poor gentle Amy, if she were caught by the old gentleman even gathering too many flowers from one particular spot! Alas for Tom and George when last week they were taken in cold blood racing with the mowing-machine, only an hour after the unhappy Nelly had been detected watering some plants in a boiling hot sun.