

the promoter is bound to disclose all the facts. *Brewster v. Hatch* (1890) 122 N.Y. 349; *Teachout v. Van Hosen* (1888) 76 Ia. 118. The duty of the promoter to the subscriber is based upon the confidence the latter is likely to repose in the organizer of a corporation. 1 Morawetz, *Priv. Corp.* s. 545. That duty should therefore continue so long as he in effect acts in such a capacity, and should exist in the principal case, despite the fact that the promoter had also become a stockholder. If this be true, the refusal of the Supreme Court to relax sound legal theory in order to grant an additional remedy, may be supported.—*Columbia Law Review*.

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Complaints have been made both in this country and elsewhere that judges are occasionally not as prompt as they might be in the disposition of causes heard before them. A curious provision of the California constitution has recently been brought into notice. It is this, that the salaries of Supreme Court judges may be withheld when a decision in any case argued and submitted to them is not reached in ninety days, and there is to be no more pay for the members of the Court until disposition is made of that case. The practical operation of such a provision would be greatly facilitated if the portion of salary withheld from the judge were to go to the litigant whose cause had not received attention within the specified time. We would suggest that the judges should consider and draft an appropriate enactment based on the above suggestion.

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The meaning of the expression "an ordinarily prudent man" recently came up for adjudication in the Supreme Court of Vermont. The question of contributory negligence having arisen, the jury were told that if they could say that the plaintiff exercised the care and prudence of an ordinarily prudent man he was not chargeable with contributory negligence. This standard was held on appeal to be too low to meet the requirements of the law: *Drown v. New England Telephone Co.*, 70 Atl. Rep. 599.