noble profession, and it is equally certain that the learned President of the Court would be far from seeking an honor which can invest with no brighter halo the name of Meredith. But while we refrain from urging claims universally conceded to be just, to a title which, for aught we know, might be distasteful to the recipient, we can hardly notice the investiture of others with this distinction without pointing out what we must regard as an untoward omission.

JUDICIAL CHANGES.

Sir William Young having resigned the position of Chief Justice of Nova Scotia, the vacancy has been filled by the appointment of the Hon. James McDonald, late Minister of Justice. Mr. McDonald has filled the arduous position of Minister of Justice with credit to himself and to the country, and there is no reason to fear that his judicial career will be less honorable.

Vice-Chancellor Blake, of Ontario, has left the Bench, and returns to the forensic arena. His place is to be occupied by Mr. Thomas Ferguson, Q.C.

PRODUCTION OF TELEGRAMS.

In a recent case in England of *Tomline* v. *Tyler* (44 Law Times, 187), it was held by Justices Lush and Manisty, sitting in an election case, that the post-office authorities, who in England have also the management and control of telegraphic correspondence, may be ordered to produce telegrams. Mr. Justice Lush said that "the Legislature, when they transferred the telegrams to the post-office, intended that the public should be just as well off as they were before, when they could always compel a telegraph company to produce the telegrams, just as they could compel any person to produce a letter." This ruling is in accord with the law in Canada and in the United States on the same subject.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, January 31, 1881.

Before JOHNSON, J.

MCLENNAN v. GRANGE.

Costs on dilatory exception—Security for costs.

The plaintiff describing himself as a resident of the United States, the defendant filed a dilatory exception for security for costs. The plaintiff complied with this demand, but refused to pay the costs on the exception. Thereupon the defendant inscribed it for hearing on the merits.

Mr. *Joseph*, for defendant, contended that the plaintiff ought to pay the costs, as he should have declared on the return day of his action, or at least when he received an appearance for defendant, that he would give the necessary security, and thereby save the latter the trouble and costs of such a demand. That it would be manifestly unjust and unfair to defendant, if plaintiff could free himself from the payment of these costs, inasmuch as the defendant was obliged to make a deposit to guarantee the costs of the other party on his exception; and consequently, if the plaintiff can claim these costs so soon as after adjudication, *a pari ratione*, the defendant should have the same benefit.

Mr. *Cross*, for plaintiff, submitted that the costs should follow the result of the suit, and cited in support *Martin* v. *Foley*, 2 Legal News, p. 182, decided by Mr. Justice Torrance.

The COURT sustained the defendant's views and maintained the exception with costs.

Davidson, Monk & Cross, for plaintiff.

Doutre & Joseph, for defendant.

SUPERIOR COURT.

MONTREAL, May, 1881.

Before MACKAY, J.

FAIR es qual. v. CASSILS et al.

Evidence—Action instituted by assignee—Assignee cannot be a witness for himself.

Hon. *R. Laflamme, Q.C.*, produced as a witness the plaintiff John Fair, who had instituted the action in his quality of assignee.

L. N. Benjamin, for the defence, objected, inasmuch as Mr. Fair was "the plaintiff in the "case, and it is not competent for him to be "examined as a witness in his own case; that "the knowledge that he has obtained in con-"nection with the matters in issue can only "have been obtained by him personally in his "capacity as assignee, being the same capacity "in which he brings the suit."

The question was argued and numerous authorities were cited on both sides, the Hon. Mr. *Laflamme* contending that the plaintiff in