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DIARY FOR SEPTEMBER.

17. Fri .....First Parliament of U. C. met at Niagara, 1792.
18. Sat .....Trinity term of Law Society ends. Quebec surrendered to the British 1759.
19. Sun.....*13th Sunday after Trinity.*
21. Tues...Sir Walter Scott died, 1832.
26. Sun.....*14th Sunday after Trinity.*
29. Wed. ..*Michaelmas Day.* W. H. Blake 1st Chan. 1849. Sir C. Pepys (afterwards Lord Cottenham) appointed Master of Rolls, 1834.

TORONTO, SEPTEMBER 15, 1886.

THE following notice has been promulgated by the Chancery Division by direction of the judges of the division, viz.: "After the present sitting of the Divisional Court of the Chancery Division, motions for new trials and to set aside verdicts in jury cases in the Chancery Division are to be made by notice of motion, which is to be given and set down according to the provisions of Rules 522 and 523, and unless for some special reason an order *nisi* will not be granted."

With the propriety of the practice which this notice lays down on its merits, we have nothing to say. We are, however, inclined to think that it would have been better if the regulation in question had emanated from the collective body of judges, who are empowered to make rules for the Supreme Court. Practitioners are unfortunately placed by it in this dilemma. Rule 308 expressly prescribes one method of practice, whereas this regulation of the judges of the Chancery Division has virtually abolished that practice and substituted another. The judges of the Chancery Division would no doubt uphold the validity of their own regulation, but the question the practitioner will have to face, is, Whether the Court of Appeal will also do so?

COMMON CARRIERS IN ONTARIO.

WHEN the laws of England were introduced into Canada in 1792, the liability of a common carrier was simply that of an insurer of the goods entrusted to him. He was responsible for their loss or damage from any cause whatever, except the act of God or the king's enemies. How is it then, that in the absence of any statutory enactment extending the rights of carriers, our Reports show so many cases exonerating carriers from liability where the damage was caused by their negligence or by other causes not included in the above exception?

One's curiosity is further increased on finding a special provision inserted in the Railway Acts, preventing railway companies from relieving themselves of liability, by any notice, condition or declaration, if the damage arise from any negligence or omission of the company or its servants (Con. Ry. Act, 1879, sec. 25, sub-sec. 4).

This was already amply provided for by common law, and there was no intermediate change by statute.

The greater portion of the carrying trade in this Province is doubtless done by railways: but a very large portion is done by other carriers to whom the Railway Acts do not apply. The question, therefore, is not without practical importance, and I think that a carrier's right to contract himself out of liability for negligence will be found to be not so extensive as is generally supposed.

In order to arrive at a starting-point in an inquiry we have to go back all the way to the time when the law of England was introduced into Canada.