

modern commandment, "Parents, obey your children in all things," is carried beyond its legitimate extension in the argument that, since all of Great Britain's colonies have legalized this marriage, therefore the mother country should follow suit, and, for the purpose of refuting it, says: "We see no reason why our law should be the same as the colonial law in the matter of marriage. The colonies are free and self-governing communities, and make their laws in accordance with their own moral and social sentiments. If we think it right we shall change our law; but we shall not do so simply to save colonials from legal inconveniences which may attach to them in this country in consequence of the divergence of their law from ours." The writer speaks with the amount of self-sufficiency common to an Englishman who believes that whatever he does is right because he does it. A correspondent of the *Times*, who has grasped the key-note of the whole situation, says that although a colonist may revolt at the inconsistency and mockery of a marriage legal in one place being no marriage at all in another, nevertheless, being "only a colonist," he must not presume to thrust his legislative fancies upon the mother country and compel her to alter her law to suit his depraved tastes. We cannot expect Great Britain to put herself out on our account, nor do we. It is not, however, strictly correct to say that all the colonies have legalized such a marriage; in Canada, for example, such a marriage is simply *not illegal*, there being no ecclesiastical court with jurisdiction to set it aside.

A.H.O'B.

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### Notes and Selections.

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STREET RAILWAY—NEGLIGENCE IN LAYING TRACK.—It is negligence for a street railway to allow one of its rails to project above the surface of the cross walk so that a person passing stumbles against it and is injured. In such a case it is not necessary that proof of a complaint of the condition of the track had been made to the company. *Schild v. Central Park Co.*, N.Y. Court of Appeals.

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CARRIER—PAYMENT BEFORE GOODS DELIVERED.—In the Bury (Eng.) County Court lately (*Stone v. Lancashire, etc., R.W. Co.*), the defendants refused to deliver some live pigs consigned to the plaintiff, or to allow him to see them, until he paid the charges for carriage. This the plaintiff refused to do, and the animals not being delivered until the following day he lost his market. It was held that the defendants had not exceeded their rights in demanding payment before delivery.

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MERCANTILE AGENCY—FALSE INFORMATION.—Where defendants were proprietors of a mercantile agency and agreed to furnish plaintiff information concerning the standing and credit of persons, the defendants not to be responsible for negligence of their agents in procuring information, and not guaranteeing its