

or not the plaintiff was allowed such reasonable opportunity to find his ticket or pay his fare was, upon the evidence on the part of plaintiff, a question of fact to be determined by the jury. If so the nonsuit was improperly granted.

A question is made by the appellant that the removal was not at or near any dwelling house. This is not set up in the complaint, and no point was apparently made about it at the trial. It does not seem important to consider it here.

The judgment should be reversed and nonsuit set aside and new trial granted, costs to abide the event.

Hardin, P. J., and Follett, J., concur.

#### CANADA GAZETTE NOTICES.

Parliament is called for the dispatch of business, on Thursday, January 29, 1885.

The Royal Canadian Insurance Company gives notice of an application for authority to reduce its capital stock to \$500,000, each share to be \$25, of which \$20 paid up and \$5 subject to be called in, and to amend its charter otherwise.

Les Fidèles Compagnes de Jésus, of district of Saskatchewan, are applying for an act of incorporation.

The Tecumseh Insurance Company will apply to revive its Act of Incorporation, 45 Vict. c. 105.

The Brantford, Waterloo and Lake Erie Railway Company will apply for an act of incorporation.

The Hamilton Provident and Loan Society asks for a declaratory act as to powers, and for other purposes.

The Pension Fund Society of the Bank of Montreal asks for an act of incorporation.

An Act is sought to incorporate a company to build and maintain a bridge across the St. John River, at or near Fredericton, N. B.

The City of Toronto applies for an act to regulate the use of the esplanade by railway companies, &c.

The Canada Granite Company, Ottawa, applies for Letters Patent.

#### RECENT U. S. DECISIONS.

*Fire Insurance—Introduction of new partner into firm avoids.*—The sale or transmutation of the various interests between partners

themselves, and nobody else having the control, and leaving the possession where it was, does not invalidate the policy; but the introduction of a new partner, with an investiture of an interest in him which he did not have before, does invalidate the policy. Cir. Ct., D. Minnesota, June 26th, 1884. *Drennen v. London Assurance Corp.* Opinion by Miller, J. (20 Fed. Rep. 657.)

#### LIABILITY OF A TELEGRAPH COMPANY.

The New York Superior Court, in the recent case of *Milliken v. The Western Union Telegraph Co.*, decided an interesting question relative to the obligations existing on the part of a telegraph company towards the receiver of a message. The plaintiff in this case, a broker in plays, sued the defendant for damages resulting from loss of sale of a play, from the failure of defendant, through mere carelessness and negligence, as alleged, to deliver a cable message sent to plaintiff from Paris, which defendant had agreed to deliver, but had declined to receive pay in advance, proffered by plaintiff. The defendant demurred to the complaint, claiming that the receiver of a message could not hold a telegraph company liable to him *ex contractu* other than upon the contract entered into between the company and the sender of the message.

In rendering its opinion the Court said: "Giving to the facts alleged in the complaint, and admitted by the demurrer, the consideration most favorable to the plaintiff, and giving full weight and every reasonable intendment and inference in support of his action, I am yet unable to find any contract between him and the defendants, or any privity between them, or any special duty or obligation on their part to him, or any consideration moving from the plaintiff to the defendant sufficient to support a contract between them, for the breach of which a right in him to recover damages from the defendant could arise."—*New York Daily Register.*

#### GENERAL NOTES.

The *Legal News* (Montreal) sends us the first number of "The Montreal Law Reports," a new series, to be published in connection with that journal, containing decisions of the Superior Court, Court of Review, and Court of Queen's Bench. The number is very handsomely printed, and apparently well edited.—*Albany Law Journal.*