

SURGEON.—There is an implied obligation on a man holding himself out to the community as a surgeon, and practising that profession, that he should possess the ordinary skill in surgery of the profession generally. Where, by improper treatment of an injury by a surgeon, the patient must inevitably have a defective arm, the surgeon is liable to an action, even though the mismanagement or negligence of those having the care of the patient may have aggravated the case and rendered the ultimate condition of the arm worse than it otherwise would have been. The liability of the surgeon being established, the showing of such mismanagement or negligence only affects the measure and amount of damages. This case distinguished from those where the contributory negligence on the part of the patient entered into the creation of the cause of action, and not merely supervened upon it, by way of aggravating the damaging results. The plaintiff broke his arm, and called upon the defendant, a professed surgeon, to set it, which he did; but the evidence showed that by the improper manner of dressing the arm and subsequent negligence of the defendant, the plaintiff must necessarily have a defective arm, irrespective of the management of those having the care of the plaintiff. *Held*, that the defendant was not entitled to have the court charge the jury that if the damage or injury to the plaintiff's arm resulted in part from the negligence of those having the care and management of the plaintiff, that the plaintiff could not recover, the court having given a full and satisfactory charge upon every other feature and theory of the defence.—*Wilnot v. Howard*, 39 Vermont Rep.

BILL OF SALE—DESCRIPTION—RESIDENCE AND OCCUPATION—ATTESTING WITNESS—17 & 18 VIC. c. 86, s. 1.—An attesting witness to a bill of sale described himself in his affidavit as of "Hanley, in the County of Stafford, accountant." It appeared that he was clerk to an accountant at Hanley, a place of 40,000 inhabitants, and was permitted by his employer to act at times on his own account, and that letters reached him without more description than that contained in the affidavit.

Held, that the description was sufficient.—*Briggs v. Boss*, 16 W. R. 480.

HUSBAND AND WIFE—NECESSARIES FOR WIFE—LEGAL ADVICE TO HER WHEN DESERTED—LEGAL PROCEEDINGS TO ENFORCE HER RIGHTS.—A wife being deserted by her husband and left unprovided for, legal advice as to her rights and liabilities, and proceedings to enforce her rights, may be "necessaries."—*Wilson and others v. Ford and others, executors*, 16 W. R. 482.

NEGLIGENCE.—*Held*, that a party is responsible or the negligence of his contractor, where he himself, retains control over the contractor and over the mode of work. The relationship between them is then similar to that of master and servant.—*Harold v. The Corporation of Montreal*, 3 L. C. L. J. 88.

TELEGRAPH COMPANY.—Telegraph companies, in the absence of any provision of the statute, are not common carriers, and their obligations and liabilities are not to be measured by the same rules, but must be fixed by considerations growing out of the nature of the business in which they are engaged. They do not become insurers against errors in the transmission of messages, except so far as by their rules and regulations, or by contract, they choose to assume that position.

When a person writes a message, under a printed notice requesting the company to send such message according to the conditions of such notice, *Held*, that the printed blank was a general proposition to all persons of the terms and conditions upon which messages would be sent, and that by writing said message and delivering it to the company, the party must be held as accepting the proposition, and that such act becomes a contract upon those terms and conditions.

Where a telegraph company established regulations to the effect that it would not be responsible for errors or delay in the transmission of unrepeatable messages; and further, that it would assume no liability for any error or neglect committed by any other company, by whose lines a message might be sent in the course of its destination; *held*, that such regulations were reasonable and binding on those dealing with the company.—*Western Union Telegraph Co. v. Carey* 7 Am. Law Reg. 18.

UNDUE INFLUENCE—GUARDIAN AND WARD.—An infant entitled to real estate was brought up principally in the family of her uncle, from the age of eleven months until her marriage after attaining majority. Previous to her attaining twenty-one the uncle had obtained from her a promise to convey to him one of two lots of land left by her father, the uncle asserting that he had advanced the money to complete the purchase of both lots. After her marriage the niece, feeling herself bound by the promise so given her uncle, conveyed the lot selected by him, which was much more valuable than the other. The money (if any) paid was much less than the value of the lot conveyed. The conveyance was set aside, as having been obtained by undue influence, although six years had elapsed between the execution of the deed and