

The Legal News.

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SAUVE v. SAUVE.

Two judgments have been communicated to us,—one rendered some years ago, in the case of *Berthelot v. Theoret*, and the other a recent decision by Mr. Justice Sicotte in the case of *Sauvé v. Sauvé*. The suggestion is that these decisions are in conflict, one holding that the *cédant* has no right of action, and the other that the *cédant*, and only he, may sue. It must be conceded, however, that there is a very material difference between the two cases. In the recent case an heir had ceded his rights of succession, but this transfer had never been signified upon those sued, and by a private writing the transfer had been cancelled before the suit was brought. The debtor, therefore, had no interest in invoking the transfer. As far as he was concerned it was as though it had never been. In the case of *Berthelot v. Theoret*, the plaintiff sued for the balance of the price of sale, after such balance had been transferred to another party, and the debtor had accepted notice of such transfer. In the latter case the action was dismissed, and it seems to us rightly.

RIGHTS OF RAILWAY COMPANIES.

A decision recently given in England by Vice-Chancellor Malins in the case of *Norton v. The North Western Railroad Company*, is interesting as laying down the principle that railway companies do not possess precisely the same rights over their land as other proprietors. The plaintiff in the case was the proprietor of a hotel erected on land adjoining the land of the company, and there were windows overlooking the company's land, which had been used for several years without interruption. In 1874 the company erected a signal cabin, with a chimney, immediately under the windows, and the plaintiff complained that the smoke entered his hotel by the windows over the chimney. The company, when the smoke was complained of, in the first place demanded a quit rent from the plaintiff in consideration of his windows overlooking the railway, and when that was refused,

commenced to erect on their land a high, close board fence about two feet from the hotel windows. The action was for an injunction against the erection of the fence. The pretension of the company was that the fence was to prevent the plaintiff from acquiring by user an easement which would interfere with the erection of buildings that might be required thereafter for the company's business. The injunction, however, was granted, the Vice-Chancellor remarking that a railway company had not all the rights of an owner in fee simple, and that the owner of land adjoining the lands of a railway had the same rights as if the railway had not been constructed. He had a right to have windows overlooking the railway, so long as he did not interfere with the working of the line.

DECOY LETTERS.

A case of some interest was decided recently by the United States Circuit Court in Missouri. One McAfee, acting as agent for the Society for the Detection of Vice, deposited in the post-office at St. Louis, with the concurrence of the authorities, a letter in these terms:—

"BUTLER, GA., NOV. 14, 1877.

"DR. WHITTIER,—Can you furnish me an absolutely sure way to prevent conception? What will it cost? How can I get it? What is the price of your 'Marriage Guide?' Address MISS NETTIE G. HARLAN, Butler, Georgia."

The letter was post-marked on the outside as coming from Georgia, and was delivered to Whittier by the mail-carrier in the usual course. In reply, Whittier wrote and deposited in the post-office at St. Louis the following:—

"MISS NETTIE G. HARLAN, Butler, Ga.—I have what you desire. It is perfectly safe, sure and healthful, and can be easily used. The price is \$10., sent by express only on receipt of price. Price of Marriage Guide is 50 cents. Respectfully,

"C. WHITTIER, M.D."

The letter was directed to Miss Nettie G. Harlan, Butler, Ga., but it was handed by the post-office authorities to McAfee, and on these facts an indictment was found against Whittier under an Act of Congress enacting (amongst other things) that those sending through the mails "Every obscene, lewd, or lascivious book, &c., and every article or thing intended or adapted for any indecent or immoral use, and every written or printed card, circular, book, pamphlet, advertisement, or notice of any