

her denial was corroborated by the evidence of her son, who swore he knew her signature. An agreement containing an authority to Samo to sign Mrs. Fenwick's name to notes, and purporting to be signed by her, was then put into the son's hands, and he stated his belief that the signature to it was that of his mother: she was recalled, and denied having signed the agreement.

STREET, J.—The agreement, if genuine, contained a power of attorney under which the prisoner might lawfully sign Mrs. Fenwick's name to promissory notes, and if he wrote her name under the authority of the power so given, he could not be convicted of forgery. Mrs. Fenwick denied signing both the note and the agreement; her denial of her signature to the note was corroborated: but her denial of her signature to the agreement was not. This was a matter upon which corroboration is required, and there is, therefore, no evidence to go to the jury: see R. S. C. c. 174, s. 218.

The prisoner was accordingly discharged.—*Regina v. Samo*, High Court of Justice, Street, J., April 5, 1888.

*Master and servant—Railway—Accident—Negligence—Workmen's Compensation for Injuries Act—49 V. c. 28, s. 3, s-s. 5.*

B., the plaintiff's son, was employed as fireman on a locomotive engine which was in charge of a driver named R., B. being under his orders. B. was severely scalded by the bursting of the boiler of the engine, which resulted in his death. The accident was apparently caused by the sudden influx of cold water into the boiler, which had been allowed to run too low. There was no evidence to show to whom the negligence was attributable; but it was proved that, though the company held the driver responsible as regards the engine, it was the duty of the fireman, for which he was responsible to the company, to attend to the supply of water, which was part of his education to fit him for the superior position of driver, and that from his position he had greater facilities for opening the valve than those possessed by the driver; and from a report put in by one of the defendants' officials it appeared that B. had charge of the water at the time of the acci-

dent. In an action against the defendants for damages under the Workmen's Compensation for Injuries Act, 49 V. c. 21, s. 3, s-s. 5,

*Held*, that the defendants were not liable.—*Brunell v. Canadian Pacific Railway Co.*, Common Pleas Division, Feb. 11, 1888.

#### INSOLVENT NOTICES, Etc.

*Quebec Official Gazette, May 19.*

##### Curators Appointed.

*Re Pierre Brodeur*, saw-mill proprietor, St. Hugues.—J. O. Dion St. Hyacinthe, curator, May 16.  
*Re Elliot, Finlayson & Co.*—W. A. Caldwell, Montreal, curator, May 9.

##### Dividends.

*Re Honoré Charlebois*, district of Ottawa.—First dividend, payable June 3, C. Desmarteau, Montreal, curator.  
*Re John Crilly*.—First dividend, payable June 5, Wm. Angus, Montreal, curator.  
*Re Israel Lemay*.—Second and final dividend, payable June 6, C. Fortin, Beauharnois, curator.  
*Re John Street*.—First and final dividend, payable June 6, C. Desmarteau, Montreal, curator.

##### Addition to Name.

Notice is given of an application to permit the Hon. H. G. Joly to add the words "de Lotbinière" to his name, and to that of his children and their descendants.

#### GENERAL NOTES.

TESTAMENTARY ECCENTRICITIES.—Mr. Sidney Preston writes: "A few days since was chronicled the case of a hard-hearted uncle who left his nephew a fortune on condition that he should never indulge in his favourite occupation of 'reading newspapers.' Many will pity the legatee, but few would refuse 'landed estate, houses, and money in the funds,' even though fettered by such a selfish condition. An American lawyer once made a very thoughtful bequest, thus: 'I am informed there is a society composed of young men connected with the public press, and, as in early life I was connected with the papers, I have a keen recollection of the toils and troubles that bubbled then, and ever will bubble, for the toilers of the world in their pottage cauldron, and, as I desire to thicken with a little savoury herb their thin broth, in the shape of a legacy, I do hereby bequeath to the New York Press Club, of the city of New York, \$1,000.' A few such 'windfalls' for our own Newspaper Press Fund would be very acceptable. Palgrave's 'House of Commons' contains a note of a very curious bequest. It is to the effect that many years ago a large estate was left to Mr. Asgill upon condition that he should undertake to pay not one of the debts which the owner of the estate had left behind him. Mr. Asgill was an M.P. He took possession of the property, called the creditors together, read the will, and told them he would obey it strictly. He kept his word."