(*Note by Editor of* Pittsburg Legal Journal.)

In the above case it is expressed broadly in C. J. Woodward's opinion, that the statute of limitations would not begin to run against an attorney's fees until the dissolution of the relation betwixt him and his client: and *Foster* v. *Jack*, 4 Watts, 334, is cited as ruling that point. It has seemed to us that the ruling in *Foster* v. *Jack* was more limited, and merely held that the statute did not run where the relation continued in the particular case for services in which suit was brought, leaving the inference to be drawn that it would run against charges in cases ended six years before suit, though the relation of attorney and client continued in other matters. Such was the view taken of that case in a case recently by the Common Pleas of this county, *Jenks* v. *Mundorf*.

The judgment itself in this case of *Sitchy* v. *Hugus* would seem to go no further than this limited view, as it was found by the jury that the relation in the case in which the service sued for was rendered, had not terminated within six years. But the reasoning of the late Chief Justice should avail to make the rule as extended and comprehensive as he states it. He says:—"If the law were not so, every attorney, to assert the statute, would have to sue his clients once in six years, which would be destructive to the confidence which is essential to the relation.

DIGEST.

NOTES
OF LATE DECISIONS IN THE PROVINCE OF QUEBEC AND THE UNITED STATES.

Carrier.

A carrier may by special contract limit his liability, except as against his own negligence.

Where a person delivers goods to a carrier and receives a bill of lading expressing that the goods are received for transportation, subject to the conditions on the back of the bill, by one of which the carrier's liability is limited to a certain rate per lb., this constitutes a special contract by the parties, and the carrier, in the absence of proof of negligence, is only liable at the rate agreed upon.

Goods were received by defendants, a railroad company, under a special contract as set forth in the preceding paragraph, and were safely carried to their wharf in New York, and placed on the wharf ready for delivery, but before the plaintiffs had notice of their arrival, or opportunity to remove them, a fire broke out on board a steamer of the defendants lying at the wharf, which entirely consumed the boat, and also the wharf and the goods thereon. There was no evidence as to the origin of the fire. *Held*, that plaintiffs could not recover more than the special rate agreed upon, without proving negligence of the defendants.—*Farnham, Kirkham & Co.* v. *The Camden and Amboy Railroad Company*, 7 Am. Law Reg. 172.

See Telegraph Company.

Contract.

Where a parol promise is substantially the same as a previous written one, and nothing is done under the latter which the promissor was not already bound to do under the former, no new consideration passing between the parties, the existence or enforcement of the parol contract cannot be set up as a rescission of the former written one.—*Hansbrough et al.* v. *Peck*, (Sup. Court U. S.) 7 Am. Law Reg. 74.

See Carrier—Telegraph Company—Vendor and Purchaser.

Counsel Fee—*See* Retainer.

Error, Writ of.

The issue of a writ of error is illegal where it was allowed and signed by the Crown prosecutor for and in the name of the Attorney General, and not by the Attorney General.—*The Queen* v. *Charles John Dunlop*, 11 L. C. Jur. 271.

Insolvency.

1. A creditor holding security, although he has proved his debt under sec. 22, cannot vote in the election of an assignee.—*The matter of Davis & Son, Bankrupts*, (D. C. Ohio) 7 Am. Law Reg. 30.

2. Under the present bankrupt law of the United States, and the state exemption laws incorporated with it, the exemption of such property, real or personal, of the appraised value of $300, as a bankrupt in Pennsylvania may elect to retain as exempt under the laws of the state, is not included in but is additional to the exemption from the operation of the bankrupt law, of such necessary and suitable articles, not exceeding in value $500, as with due reference, in their amount, to the bankrupt's family, condition and circumstances, may be set apart by the assignee, subject to the court's revision.

But this exception to the full value of $500, ought not to be allowed in all cases, without discrimination or measure.—*In re Ruth, Bankrupt*, 7 Am. Law Reg. 157.

3. An appeal made within the period of eight days from the rendering of a judgment subject to revision, allowed by law (27 and 28 Vict. ch. 39, sec. 22) for the adoption of proceedings to have and obtain a revision, is premature;