

## The Legal News.

VOL. VII. FEBRUARY 9, 1884. No. 6.

### PRIVILEGE OF COUNSEL.

The case of *Munster v. Lamb*, before the English Court of Appeal, to which we referred a short time ago (Vol. 6, p. 394), has been followed by a decision in the same sense by Mr. Justice Jetté in the Superior Court, at Montreal. In the case of *Gauthier v. St-Pierre*, a note of which will be found in the present issue, an advocate was sued for damages by a witness whom he openly charged with perjury, in a trial before the Recorder. The Montreal case was of a much milder type than the English one so far as the lawyer's words are concerned, for Mr. St-Pierre's client had specially instructed him to make the charge in the event of the witness stating a certain thing, viz, that his client, who was being tried for keeping a house of prostitution, had admitted to the witness that the charge was true. Mr. St-Pierre acted without malice, and the words spoken were connected with the case. There could be no doubt, therefore, that the case fell within the comprehensive rule laid down by the Master of the Rolls, who observed, in *Munster v. Lamb*: "It is better that the rule should be made large, even though it may be large enough to cover the case of a man who acts with malice and is guilty of misconduct."

Mr. Justice Jetté followed this decision, after establishing that the ancient as well as the modern law of France is precisely similar. So long as the words spoken are connected with the case in which the advocate is engaged, no action of damages will lie. It is for the presiding judge to restrain and rebuke counsel if they exceed the bounds of a fair defence and make use of language which is not inspired by a sense of duty.

### DUPUY v. DUCONDU.

The decision of the Privy Council in this case, which will be found in the present issue, reverses the judgment of the majority of the

Supreme Court, and restores the judgment of the Superior Court, unanimously affirmed in appeal by the Court of Queen's Bench. One of the "unsatisfactory results" noted in Vol. 5, p. 105, is thus obliterated, for by the decision of the Supreme Court the winning side had but three judges to sustain it, while there were seven on the losing side. Now the judges stand ten to three in favor of the successful party.

The decision of the Supreme Court, it will be remembered, excited some remark. We may refer particularly to Vol. 5, pp. 84, 91, 105, 128 and 130. It will be observed that the position taken by "R" in the communications which appeared in our columns has been completely sustained by the final judgment. The Judicial Committee declare two things: first, that the sale of a Crown Timber license does not carry with it a warranty that there has been no prior concession which interferes with the vendor's rights; and secondly, that in this particular case, the deed of October 1866, by which two licenses, representing 50 miles of limits, were transferred to make up the deficit in the licenses previously sold, did not contain any warranty except the obligation to deliver the licenses themselves.

### NEW PUBLICATIONS.

MONTREAL CONDENSED REPORTS, Second Edition, revised by Mr. Justice Ramsay.—  
MONTREAL: A. Periard, Publisher.

This is the volume to which a brief reference was made last week. It embraces the reports and notes of cases contained in a work originally issued in 1854, under the editorial management of Messrs. T. K. Ramsay and L. S. Morin. The surviving Editor (Mr. Justice Ramsay) has revised the present edition, for the proprietor and publisher, Mr. Periard who has been induced to bring out a new edition by the fact that the work has long been out of print, and is still in much demand. The portion of the work known as the *Law Reporter*, consisting of articles and miscellaneous matters, has not been reproduced. Although the reports cover only 134 pages the number of cases is large, and many of them are still of considerable interest. Dur-