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STAMP DUTIES IN MANITOBA.

A letter from Winnipeg complains bitterly of the heavy stamp duties collected on legal proceedings in Manitoba, and says that when the news of the decision of the Supreme Court in *Loranger & Reed* (6 L. N. 209) arrived, to the effect that the imposition of any such stamp tax was indirect taxation on the part of a province, and so under the Confederation Act *ultra vires*, there seemed "to be balm in Gilead and joy in the tents of the lawyers." The question was forthwith raised by refusing to stamp jury notices for the coming assizes. Judge Dubuc, in chambers, decided that the practice of the Court must be adhered to, but it is said that the question will shortly be brought before the full bench.

DEFENCE TO LIBEL SUITS.

In *Farmer* v. *Millman*, the plaintiff, a Hamilton photographer, is suing one Millman and the Hamilton *Tribune*, for damages for libel. The alleged libel is contained in an article in the paper mentioned, charging the plaintiff with having seduced a girl named Bella Payne, who has since died from the effects of her betrayal. The *Tribune*, as one defence to the action, sets up that the article was published by them *bona fide* and in the discharge of their duty as public journalists. To this defence the plaintiff took objection, and moved (Oct. 23) before Chief Justice Wilson at Toronto, to have it struck out, on the ground that it is no answer to the action unless it shows in what way it is in the public interest to publish it. Counsel for the *Tribune* contended that that was a question of fact, and should be left to the trial, or that particulars could be given under the defence, but the plea should not be struck out. The learned judge, however, held that where a newspaper sets up such a defence to an action of libel it should show in what way the subject matter of the article is of public interest. Judgment on the motion was therefore against the *Tribune*, but leave was given to amend on payment of costs.

SALE OF GOOD WILL.

A case came up recently before the Supreme Court of Louisiana (*Bergamini* v. *Bastian*, 16 Rep. 460), in which the question was very much like that decided by our Court of Queen's Bench in *Findlay & McWilliam*, 23 L. C. J. 148, but the Louisiana Court appears to have arrived at a different conclusion. The question was recognized to be a new one in Louisiana, and the Court, therefore, gave unusual care to its decision. The holding was that the sale of a commercial establishment, together with the good will thereof, does not preclude the vendor from the right of opening a similar establishment in the same vicinity within a short time after the sale, in the absence of an express understanding or stipulation to the contrary. The following extract from the opinion of the Court shows the grounds on which the judgment rested:—

"Plaintiff contends that the legal obligation of the vendor to warrant the peaceable possession and enjoyment of the good-will necessarily implies the obligation not to enter into a similar line of business at a short distance from the other, calculated to draw customers from the concern which he had sold and warranted. This construction is resisted by the defendant, who urges that the vendor, under such circumstances, will not be held to have thus contracted not to enter into a similar business, in the absence of an express stipulation to that effect, and that a contract in restraint of trade cannot be presumed and enforced by the courts. The issue thus presented has not yet been the subject of inquiry in our jurisprudence, and it therefore presents a new question, of serious importance to commerce, to the solution of which we have bestowed unusual care, thought, and study. The three cases quoted from our reports do not involve the present issue, but the principles therein settled afford some assistance in our present researches, and throw some light on the subject of this controversy. They settle the principle that good-will can be the subject of a sale in commercial contracts, and that the clause in an act of sale by which the vendor binds himself not to pursue the same trade or business as that which he sells, within a specified time, is not invalid as being in restraint of trade, and can be enforced by the courts. Such was the issue presented, and such was the