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 COUNTY COURT.
 

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Martin, J.]

DILLON v. SINCLAIR.

[Oct. 13.

*Small debts court—Jurisdiction of—Debt—Mechanics' lien.*

Appeal to the County Court of Atlin from a decision of a magistrate of the small debts court in favour of the plaintiff in an action to enforce a mechanic's lien under ss. 26 and 27 of the Mechanics' Lien Act.

*Held*, that an action to enforce a mechanic's lien is not one of debt within the meaning of s. 2 of the Small Debts Act. Appeal allowed.

*Sawers*, for appellant. *Jenns* and *W. P. Grant*, for respondent.

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 Book Reviews.
 

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*Attachment of Debts: Receivers by way of Equitable Execution and Charging Orders on Stocks and Shares*, by MICHAEL CABABE, of the Inner Temple, barrister-at-law. Third edition. London: Sweet & Maxwell, Ltd., 3 Chancery Lane, Law Publishers, 1900.

Mr. Cababe has evidently a practical and analytical turn of mind. He does his work well and gives to the profession a very useful little book. Practitioners in this country will find it an excellent summary of the law in England in connection with the matters above referred to. The appendix contains a number of forms of summonses, orders, affidavits, etc., some of which may well be adopted for use here.

*The Living Age*.—Boston, U.S.: This old friend comes with pleasant and continuous regularity. The number for October 27, is of especial interest. Japan and the new far East from the *National Review*, is very timely. Italian Anarchism; The old Golf and the new; Fishes and their meals, and the Employment of women will appeal to various classes of readers, whilst those who desire lighter literature in the way of fiction are also well supplied. We strongly recommend this publication to our readers as the best value for their money (\$6 per annum) that we know of.

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 Flotsam and Jetsam.
 

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## U. S. DECISIONS.

COMMON CARRIERS.—The right of passengers to carry with them small packages of merchandise is held, in *Runyan v. Central R. Co.* (N.J.), 48 I.R.A. 744, to be one that is not given by the common-law contract of carriage and for which usage must not only be clear and explicit, but also something more than mere accommodation acquiesced in for a time by the carrier.