

minutes lost from these two causes would, if reckoned at their pecuniary value,—the most practical test that can be applied—represent in a single year a sum many times greater than the rental of a dozen telephones. The situation speaks for itself so plainly that comment is superfluous. It is hoped, therefore, that the benchers will consider the advisability of devoting a small portion of the ample means at their command to remedying a state of things which gives rise to so much irritation. The telephones should be largely augmented, the extra ones being distributed so that they would be available without making an unreasonably long journey. And whilst we are upon this subject it is not amiss to suggest that the telephone enclosures should be so constructed as to intercept the voice of the speaker somewhat more effectually than at present. Much of the talk that passes over the wires is of course such that it is a matter of perfect indifference whether it is overheard or not. But not infrequently the conversations deal with matters in regard to which a lawyer would very decidedly prefer not to take into his confidence the more or less curious crowd of auditors, which, owing to the inadequate number of telephones available, is usually to be found waiting for a chance to use them.

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*DISCHARGE OF SURETIES UPON CROWN BONDS.*

The Exchequer Court in the case of *The Queen v. Black*, a short note of which is given post p. 442, has decided that the doctrine of the well-known case of *Phillips v. Foxall* (L. R. 7 Q. B. 666) does not apply to a bond given by an officer or servant of the Crown for the faithful performance of the duties of his office. Reference to the reasons of Quain J., who delivered the judgment of the court in *Phillips v. Foxall*, (at pp. 672-673) makes it abundantly clear that the Court of Queen's Bench proceeded upon the theory that it amounts to a fraud for the obligee to withhold his knowledge of the principal's dishonesty from the surety. The court there expressly adopted the view of Story (Eq. Juris. vol. I secs. 215 and 324) upon this point. In the passage first cited from Story, that learned writer says: "If a party taking a guaranty for a surety conceals from him facts which go to increase his risk and suffers him to enter into the contract under false impressions as to the real state of the facts, such a concealment will amount to