low v. *Harrison* the goods were actually put up for sale and bids taken, in which case ordinarily there could be no contract to sell implied, because of the well understood customary power of the auctioneer to buy in; but there was room for implying it from the use of the words "without reserve." In another view, indeed, the absence of these words is of weight, because without them, even if the auctioneer had put up the goods for sale, he might, consistently with *Warlow* v. *Harrison*, have bought them in, and so defeated the buyer's expectations; which would make it impossible for the buyer to prove he had sustained any damage by his not putting them up. But, except indirectly, this does not touch the question of whether the *advertisement* made a contract with every one who came to the sale. Until *Warlow* v. *Harrison* is over-ruled (and some doubt was thrown upon the decision in the recent case) it must be considered that where goods are actually put up "without reserve," and bid for, the auctioneer is bound to knock them down to the highest bidder; but there is no reason for carrying the doctrine one step further, and the cases of *Harris* v. *Nickerson* and *Spencer* v. *Harding* must put an end to the fantastic idea of suing upon an *advertisement* of an auction.

We may observe that it is pointed out in a note to *Frost* v. *Knight*, L. R. 5 Ex. 337, that in some systems of law a remedy seems under some circumstances to be given to one to whom an offer is made, which is retracted before he accepts it; but there is no trace of any such right being allowed by the English law, nor does the mischief which such a rule seems designed to remedy appear to be equal to the inconvenience which it would cause.—*Solicitors' Journal.*

Lord Selborne's ideas upon the subject of trial by jury may be gathered from what fell from him in the *Patent Marine Inventions Company* v. *Chadburn* (see Notes of the Week). An application was made to his Lordship to have issues in a patent cause relating to novelty and infringement tried by a jury. Indirecting that the trial should take place before the Judge without a jury, Lord Selborne said that the Judge could keep the evidence better under control when sitting alone, and that upon any questions of science the Judge was as competent as a jury to form an opinion. If trial by jury is to be judged upon such grounds, it will speedily decay. In every case, probably, a judge, by keeping all the evidence in his own head, would keep it better in hand than if it had to be submitted to a jury, and probably in a vast number of cases the opinion of one man is as good as that of twelve. The question is, whether, in important causes involving evidence which may have a different effect upon different minds, it is not expedient that the tribunal to decide them should comprise a jury.—*Law Journal.*

CANADA REPORTS.

ONTARIO.

NOTES OF RECENT DECISIONS.

COMMON PLEAS.

Easter Term, 1873.

McGuire v. McGuire.

Married Woman—Right to maintain trover against husband for goods possessed by her before marriage—Consol. Stat. U. C. ch. 73, & 35 Vict. ch. 16—Construction of.

Held, that a married woman who, without any just cause, leaves her husband's house and lives apart from him, cannot in virtue of Consol. Stat. U. C. ch. 73, in connection with 35 Vict. ch. 16, bring an action against him as for the wrongful conversion by him of certain goods, chattels, and household furniture, which having been the property of the wife before marriage, came into the actual possession of the husband upon and in virtue of the marriage, and were used by husband and wife jointly subsequently to the marriage at the dwelling house of the husband, until she chose to separate herself and live apart from him, by reason that upon her demand, after her departure from his house, he refused to give her up the goods to take away with her.

Feaver v. Montreal Telegraph Company.

Telegraph Companies—Failure to transmit message—To whom liable—Contract.

One F., at Hamilton, delivered to the defendants a message to be transmitted to plaintiff, at Wakefield, Mass., paying for the transmission. The defendants having failed to deliver the same to the plaintiff, he brought an action against them for damage caused thereby.