v. *Nolan*, (19 L.C.J., p. 309), a jugé : 'That the agents, not having the goods in their possession or under their control, could not be considered *factors* under art. 1738 C.C., but merely brokers.' Cette cause était encore moins favorable que celle-ci : Crane avait signé comme agent au contrat. Dansereau n'a rien signé et son nom n'apparaît nulle part au contrat. La meilleure preuve qu'il n'a jamais eu possession des marchandises, c'est l'écrit même que l'Intimé invoque : l'échéance du premier paiement est fixée à l'arrivage des marchandises.

"La Cour Inférieure semble ne pas tenir compte du contrat ; elle procède par des présomptions, ou elle accepte une preuve orale inadmissible en présence d'un contrat écrit. C'est ce contrat seul qui doit régler le litige. Il est parfaitement clair dans toutes ses expressions. C'est Abel Pilon qui accorde un crédit littéraire et musical, et non Dansereau ; et c'est à Pilon et non à Dansereau que l'Appelant doit payer. Le contrat porte à sa face l'empreinte d'une opération étrangère : c'est en *francs* qu'il faut payer et non en *piastres*. Comment l'Intimé peut-il invoquer le contrat comme étant le sien, lorsque le paiement doit s'effectuer entre les mains de Pilon, à Paris, avec des espèces françaises."

RESPECT FOR AUTHORITY.

In the *Times'* report of the proceedings in *Valin* v. *Langlois*, before the Judicial Committee of the Privy Council, it is stated that "their "Lordships, in the end, dismissed the petition, "and took occasion to express a hope that the "Courts of the Province would show no insub- "ordination to the ruling of the Supreme "Court." It is but fair to say that long before this case went to the Supreme Court, the highest Court of the Province had arrived at the same conclusion on the question of the constitutionality of the Election Act, and therefore, the remark of their Lordships could only refer to Judges of first instance in this Province. We imagine, however, that "the Courts of the Province" in the report should read "the Courts of the Provinces," and that their Lordships merely wished to intimate that decisions of the Supreme Court ought to be accepted as binding by all Judges and Courts in the Dominion—an opinion in which we entirely concur.

CORRESPONDENCE.

FULLER V. SMITH.

SHERBROOKE, Dec. 24th, 1879.

To the Editor of THE LEGAL NEWS :

SIR,—It is extremely undesirable that there should be any controversy with regard to the accuracy of reports published in your valuable paper, and, still more so, that counsel should argue their cases *there* instead of in the open courts, the proper arena for the display of forensic ability.

The motive which induced Messrs. Ives, Brown & Merry to rush to the defence of the learned Judge, resident in this district, who is quite capable of protecting himself, in reference to decisions reported in your journal, may not be quite apparent, but the manner in which the self-imposed duty has been performed might be fairly a matter of comment, if your columns were a proper place for such discussion.

There never was any desire to injuriously reflect upon the presiding Judge in the reports made of his decisions upon a most important question of procedure.

We have always recognized his ability, industry and integrity, but this question is so important to the profession that it should be thoroughly ventilated, and if the second decision is a correct one, the law must be changed, if we desire that investors should put their money into mortgages in this Province.

In justice to the learned Judge who rendered the two decisions in questions, it should be stated that in the case of *McLaren* v. *Drew*, and *Drew* opposant, No. 808, the first seizure made in *Camirand* v. *Drew*, No. 111, was set aside very shortly after the second seizure was made, and long before the decision. In that case, No. 808, the defendant asked that the second seizure should be annulled, because on the day of the seizure the land was actually under seizure in No. 111, and the sale had been suspended by an opposition filed by defendant Drew, and that the seizure by the sheriff was, under those circumstances, a nullity. Plaintiff answered : The first writ was not in sheriff's hands at time of second seizure, and sheriff could take no cognizance of it; in addition to which, the first seizure has now, at the time of contestation, been set aside.

In the case of *Fuller* v. *Smith*, & *Fletcher* oppo-