which produced his letter. We need hardly say that an argument on behalf of the general principle of disallowance is that the interests of the Dominion as a whole are paramount to those of any particular province, and that where they clash, or appear to clash, it is necessary that the latter should give way to the former. Any powers given to the central authority by the Constitution, as authorized or covered by the British North America Act, were so given by the Imperial authorities with the consent of all parties interested, and were no doubt such as were considered necessary for the good government of the Dominion. How far these powers extend in certain cases, may of course be a matter for discussion and a question for some Court of competent jurisdiction, or for Imperial legislative interference.

We may remark here, in connection with the discussion of these matters, that the Dominion Government should not be looked upon as though composed of foreigners imbued with a desire to tyrannise over the provincial autonomies. The Ministers at Ottawa are our servants as much as those who rule in the provinces; they are elected by the same people, and responsible to the same public opinion to be constitutionally expressed.

WHO SHOULD PAY THE DOCTOR?

If Smith says to Brown, a medical man, "Attend upon Robinson, and if he does not pay you I will," that being a promise to answer for a debt of Robinson's, for which he is also liable, the guarantee is only a collateral undertaking, and, under the Statute of Frauds, must be in writing and signed by Smith, or some other person thereunto by him lawfully authorised, in order to be binding upon him. But if Smith says to Dr. Brown, absolutely and unqualifiedly, "Attend upon Robinson, and charge your bill to me," or "I will pay you for your attendance upon Robinson," then the whole credit being given to Smith, no written agreement is necessary to enable the doctor to recover the amount of his account from him, since it is absolutely the debt of Smith: (Smith on Contracts, 85.)

Where a person calls at the office of a physician, and, he being absent, the visitor leaves his business card with these words written on it, "Call on Mrs. Jones, at No. 769 High Street," handing it to the clerk in attendance, with the request that he would give it to the doctor, and tell him to go as soon as possible. This caller becomes liable to pay the doctor's bill for attendance upon Mrs. Jones in pursuance of such message. Yet Mrs. Jones, if a widow, may also be be liable; for one who acquiesces in the employment of a physician, and implies, by his or her conduct, that the doctor is attending at his or her request, is responsible for the value of his services. If Mrs. Jones is living with her husband, or, without her fault, away from him, the doctor has still another string to his bow, and may recover the amount of his bill from Mr. Jones; for the rule is, that a husband must pay his wife's doctors' bills. Of course the doctor cannot make all three pay: (*Bradley* v. *Dodge*, 45 How., N.Y., Pr. 57; *Crane* v. *Bandoine*, 65 Barb., N.Y., 261; *Harrison* v. *Grady*, 13 L. T., N. S., 369; *Spaun* v. *Mercer*, 8 Neb., 537.)

Long since, Park, J., was clearly of the opinion that if a mere stranger directed a surgeon to attend a poor man, such person was clearly liable to pay the surgeon: (*Watling* v. *Walters*, 1 C. & P. 132). Yet, in some cases in the United States, it has been held that the man who merely calls the doctor is not bound to pay him. When, for instance, in Pennsylvania, a son of full age, when living with his father, fell sick, and the father went for the doctor, urging him to visit his son. Afterwards the physician sued the parent. The Court said this was wrong, that he should have sued the son, as the father went as a messenger only, that the son, who had the benefit of the services, was the responsible person; and remarked that it was clear that had the defendant been a stranger, however