tion, are to be construed most strongly against the common carrier.

If a common carrier, who undertakes to transport goods, for hire, from one place to another, "and deliver to address," inserts a clause in a receipt signed by him alone, and given to the person intrusting him with the goods, stating that the carrier is "not to be responsible except as forwarder," this restrictive clause does not exempt the carrier from liability for loss of goods, occasioned by the carelessness or negligence of the employees on a steamboat owned and controlled by other parties than the carrier, but ordinarily used by him, in his business of carrier, as a means of conveyance. The managers and employees of the steamboat are, in legal contemplation, for the purpose of the transportation of such goods, the managers and employees of the carrier.

A receipt signed by a common carrier for goods entrusted to him for transportation for hire, which restricts his liability, will not be construed as exempting him from liability for loss occasioned by negligence in the agents he employs, unless the intention to thus exonerate him is expressed in the instrument in plain and unequivocal terms. (5 Amer. Law Reg. N. S. 17.)

CHANCERY.

V. C. K. —— June 22.

Stewart v. The Great Western Railway Co. and Saunders.

Railway company—Compensation for an injury—Equitable fraud.

A tradesman and his wife were passengers by an excursion train to which an accident occurred, and they received injury and were attended by a surgeon, and two others employed by the company, and they accepted and signed a receipt for £15 as compensation, but subsequently brought an action for £1,700, to which the company pleaded not guilty, and set up the receipt. The plaintiffs then filed a bill alleging a fraud, by which they were induced to accept the £15, and asking a declaration that, under the circumstances, the payment was not a full compensation, and to restrain the company from relying on the plea of the receipt. A demurrer to this bill overruled. (13 W. R. 886.)

And it was held, on appeal, that although the adoption by the company of the act of their agent would enable the plaintiff to resist their plea at law, yet the plaintiff was entitled to the interference of a court of equity; and that it was no objection to his bill that he did not ask for compensation in equity. (*Ib.* 907.)

Ch., N. J. Brewer v Norcross. U. S.

Set-off—Debts accruing in different rights.

Bill filed by one partner against his copartner for an account of the partnership transactions. Defendant by his answer claims that there are moneys due him from complainant and from complainant and a third party on various accounts; he asks also a settlement of these accounts, and that the amount found due him may be allowed by way of set-off to the demand of the complainant. On exceptions to this answer it was *held*, that these matters having no connection with the subject-matter of the bill, but being entirely distinct and unconnected, cannot be set off against complainant's demand.

The general rule in equity as well as at law is, that joint and separate debts, and debts accruing in different rights cannot be set off against each other. Courts of equity, however, exercise a jurisdiction in matters of set-off independent of the statutes upon the subject. Whenever it is necessary to effect a clear equity, or to prevent irremediable injustice, the set-off will be allowed though the debts are not mutual.

When the interference of the court is asked because the defendant believes that the business was of such a character that justice requires that all the accounts should be inquired into and settled at the same time, the answer must allege some fact, which shows such belief of the defendant to be well founded. Nor can defendant have such relief by way of answer. He must file a cross-bill. (5 Amer. Law Reg. N. S. 63.)

APPOINTMENTS TO OFFICE.

NOTARIES PUBLIC.

JOHN TWIGG, Esq., and PATRICK JOSEPH BUCKLEY, Esq., LL.B, Attorney-at-Law, to be Notaries Public for Upper Canada. (Gazetted Nov. 18, 1865.)

TO CORRESPONDENTS.

"Sheer Hulk"—"A Law Student"—Under "General Correspondence."

H. McM., thanks for report—will appear as soon as possible

Few men are bold enough to fight a great railway company on any question, and especially on one involving only a small amount, and one result of this has been that railways have been virtually exempt from the penalties attaching to breaches of contract made by undue delay in the arrival of trains as advertised in the published time tables. It has long been settled law that, unless special damage can be proved, the company is not liable for mere delay, but wherever, in consequence of delay, expense are incurred, there is every ground for making the company liable.

Mr. Best, a commercial traveller, recently brought an action in the Bloomsbury County Court against the London and North-Western Railway Company, to recover the sum of five guineas for expenses incurred by him in consequence of his detention while travelling on their line. The company, on their part, said they expressly stipulated that they did not guarantee the times stated for the arrival and departure of the trains, and that on the days in question they conveyed a very large number of excursionists at a cheap rate, which interfered with the punctuality of their ordinary trains. Mr. Lefroy, the judge, said that this statement did not protect them, except in cases in which an accident, or circumstances which could not be anticipated, came in the way; that if persons made their arrangements on the faith of the time-tables, and the company departed from them, they were answerable for losses sustained by the passengers.—*Solicitors' Journal.*