ness. Your sentence is that you be imprisoned in the common jail of this district for a period of ten days.

W. H. Kerr, Q.C., and *Hon. A. Lacoste, Q.C.*, for the prosecution.

J. J. Curran, Q.C., and *C. A. Geoffrion* for the defence.

S. Bethune, Q.C., counsel.

THE CASE OF MR. JUDAH.

In this case (see p. 371) a true bill was found, and the defendant was tried before the Court of Queen's Bench, Monk, J., presiding. On Dec. 2 the jury being still unable to agree after being locked up the previous night, were discharged.

C. P. Davidson, Q.C., and *J. A. Ouimet, Q.C.*, for the Crown.

Joseph Doutre, Q.C., and *D. Macmaster, Q.C.*, for the defence.

GENERAL NOTES.

APPROPRIATION OF MONEY FOUND.—Ellen Moody, a hawker, was charged on demand at the Thames Police Court on Tuesday, with stealing a purse containing about $2. It was alleged that the woman found the purse; but the evidence was not satisfactory, and the magistrate discharged the prisoner. In doing so, he observed that there was a good deal of misapprehension respecting the finding of property. "If," he said, "a person found anything and appropriated it to his or her own use, knowing who the owner was, that person would be guilty of theft; but if a person found, say a purse, in which there was nothing to show to whom it belonged, there was no obligation to find out the owner; and no theft would be committed if the finder appropriated the money.—*Washington Law Reporter.*

An English lawyer's right to his fee seems to rest on a very intangible basis. A case is reported in which a barrister gave up all his regular practice to devote himself to a particular case, and after years of devoted labour succeeded in winning it. His client, being a woman, utterly ignored him as soon as she had the estate in enjoyment. He thereupon brought suit (see *Kennedy* v. *Brown*, 32 L J.C.P., 137), for his fee, amounting to $100,000. But the judges would not allow him any standing in court. They enlarged on the value of an advocate's services to his client; but held that his remuneration must be a gratuity—an *honorarium*, for which no suit could in any case be brought. The plaintiff was utterly ruined, having abandoned all his other practice with the particular case, and died shortly afterwards broken-hearted.—*Ky. L. Rep.*

CONTRIBUTORY NEGLIGENCE.—In the recent case of the "Vera Cruz," in the English Admiralty Court (41 L. T. Rep. N. S 26), which was an action to recover damages for personal injuries, the plaintiff contended that contributory negligence on his part did not prevent him from recovering, provided he could show that the defendant, by the exercise of due care, might have prevented the accident, notwithstanding his negligence. This position the court refused to sustain. After citing several cases mentioned by the plaintiff, the court said: "What those cases really decide is that, although there may have been negligence on the part of the plaintiff, yet unless he, the plaintiff, might by the exercise of ordinary care have avoided the consequences of the defendant's negligence, he is entitled to recover. If by ordinary care he might have avoided them, he is the author of his wrong (cf. the judgment of Parke, B., in Davis v. Mann). This doctrine, it will be seen, is a different thing from that for which the plaintiff is here contending."—*Daily Law Record (Boston).*

MEASURE OF DAMAGES.—In the case of *King* v. *Watson*, the Texas Court of Appeals decided that, where a contract is broken, the measure of damages in respect of such breach is the amount which would arise under circumstances that may reasonably be held to have been in the contemplation of both parties at the time of making the contract. In the case in question, A made a contract to thresh B's grain, and told him he would thresh it on July 4th. B prepared his grain, A failed to thresh it, and the grain remained exposed until September. The Court held that B could not recover the amount of the deterioration of the grain from exposure, as neither party at the time of contract could reasonably be supposed to have contemplated such exposure. It was further decided in the same case that, where the plaintiff's petition shows a case entitling him to nominal damages, but joins a claim for substantial damages, which is not tenable, it is not error to sustain a demurrer to the whole petition.—*Law Record (Boston).*

THE CASE OF MR. JUDAH.—A correspondent of the *Gazette*, referring to the observations of Mr. Desnoyers (*ante*, p. 371), says:—"The cases cited by him to justify the hanging up of this case until the civil action is concluded, are hardly in point. They are cases where there was no doubt about the offence charged being a crime, one of them, if I mistake not, being a charge of perjury In this case, according to all the authorities, there was no crime. The English case cited by Mr. Macmaster in his argument was very clear upon that point, and no attempt was made to meet it. But there is another case nearer home. Some years ago the firm of Owen McGarvey & Co. purchased some property to which the vendor, it turned out, had no proper title. A criminal action was taken for false pretences, and the matter came before the Court of Queen's Bench, Mr. Justice Ramsay, whose ability as a criminal lawyer everybody admits, presiding. The moment the facts of the case were stated by the learned Queen's counsel who had charge of it for the prosecutors, the judge at once, on the ground that a breach of contract or covenant, arising out of a defect in title to land, could not be made a crime, ordered a verdict of acquittal, which the jury rendered without leaving the box, and the accused was at once dismissed. The deed in that case was made by Trefle Brien dit Deroche to the firm of Owen McGarvey & Co., passed by Alphonse Clovis Decary, notary."