take the advice of the company's solicitors, and, if they approved, to have the plaintiff arrested, which letters were shown to have been written in anticipation of litigation, after consultation with the solicitors, and to contain references to their advice, were held privileged from production.

Semble, a party cannot make a second application for a better affidavit on production when he did not on the first application object to the non-production of the documents he seeks to have produced on the second.

George Macdonald, for the plaintiff.

Rae, for the defendants.

MANITOBA REPORTS.

NOTES OF RECENT CASES.

North-West Territories—Grand jury—Coroner's Inquest.

Appeal from N.-W. Territories. In the Territories it is not necessary that a trial for murder should be based upon an indictment by a Grand Jury or a coroner's inquest.—*Queen* v. *Connor.*

Mechanics' Lien Act—Assignment by contractor—Priority.

Held, 1. A sub-contractor is entitled to assert a mechanic's lien, even although the contract between the owner and original contractor provides that no workman should be entitled to any lien.

2. An assignee of the contract price for the erection of a building is not entitled to the money as against the lien of a sub-contractor, unless the owner has in good faith bound himself to pay the assignee.—*Anly* v. *Holy Trinity Church.*

Corporation—Libel—Malice.

The manager of one branch of the defendant company wrote certain letters to another branch, which might have constituted a libel on the plaintiff. There was no evidence that the corporation, or the directors, or the managing board authorized, or had any knowledge of the letters being written.

Held, that the defendants were not liable.

Quære, can a corporation be guilty of malice.—*Freeborn* v. *Singer Sewing Machine Co.*

Promissory note—Alteration—Recovery upon note in original condition—Variance in corporate name.

A company being indebted to the plaintiffs, the company's manager agreed to procure and deliver to the plaintiffs a note signed by some of the officers of the company. He delivered the note sued upon. It was proved that after the note had been signed, but before its delivery, the manager altered the note by inserting the words "jointly and severally." The plaintiffs were ignorant of this fact at the time.

Held, that the note might be sued upon in its original condition.

A note was made by filling up an engraved form. Between the words "after date" and "promise to pay" the space left for the words "I" or "we" was very small, and the words "jointly and severally" could not have been written in the space.

Held, that in such a case the mere fact that the words "jointly and severally" are plainly interlined by being written over the place where they are intended to be read, but in the same handwriting as the rest of the note, is not sufficient notice of an alteration.

A note was made payable to The Waterous Engine Works, but was declared upon as payable to the Waterous Engine Works Company, Limited.

Held, no variance.

The word "Limited" is no part of the name of a company incorporated under the Dominion Joint Stock Company's Act.—*Waterous Engine Works Company, Limited*, v. *McLean.*

CORRESPONDENCE.

LEGISLATION AND SAWDUST.

To the Editor of the LAW JOURNAL:

SIR,—It is a matter of surprise to me that among the many valuable comments which have appeared in your pages and elsewhere touching the legislation of the last session of our dear little Legislature, nothing has been said, so far as I am aware, about chapter 24, entitled an Act respecting Saw-mills on the Ottawa River. Don't you believe it, Sir. It is not an Act respecting Saw-mills. It is an Act respecting the Law of Injunctions. The sawdust in the Act is intended simply to be thrown in your eyes, and my eyes, and the eyes of the public, and prevent us seeing what an outrage this little Act is on some of the most venerable principles of the British law-giver. Henceforth, the law of Injunc