procure a large amount of evidence, that a large mass of evidence was to be procured over the whole district. That may be so, but is it not of importance that mankind should not be prejudiced, that all those numerous witnesses which may be called upon to give evidence should not be biased by *ex parte* allegations? I cannot see on the face of things that any very important matter of evidence will be brought forward except the books and documents of the company, for they will disclose what seems to be the principal facts in the case. But assuming that view to be correct, that numerous witnesses are wanted from all parts of the adjoining district, are those gentlemen who are wanted as witnesses to have put into their hands a pamphlet containing a statement that the principal defendant is one who conducts himself throughout evasively on his cross-examination, and makes a false exhibition of himself with regard to all the testimony he adduces? Surely that cannot be a mode in which justice can be properly administered, or a course of proceeding which this court ought to allow to be pursued by one of the litigating parties. With regard to another observation made by the respondent's counsel, nobody feels more sensibly than myself the advantage of having a fair publication of all that takes place in a court of justice; but I make this observation, that whenever one of the litigants is the party making the statement, that is a very strong *prima facie* presumption against its being at all fair, and that in any case in which a litigant makes a publication, it is exceedingly different from that which a newspaper reporter would publish simply in the discharge of what was his duty. Such a case is widely different; I am not aware that any case precisely like this has occurred before, but I had no hesitation in granting the interim order for the injunction in the first instance, because I was aware of what the course of all the courts at all times has been with reference to keeping its proceedings pure from this false description of excitement, which would tend to bring witnesses into the witness-box, with their imaginations coloured and prejudiced by *ex parte* statements sent and circulated among them by one of the litigant parties, and consequently it is a case in which one ought to prevent any such undue use being made of the proceedings of the court. The case referred to in the H. of L. (*Fleming* v. *Newton*) came from Scotland, and is a very different one from the present. It was the case of a registery in Scotland of a promissory note; which appears to be somewhat like the case of the register or book which is kept in this country, and published by some person, containing all the judgments that are registered against individuals; and I believe that there has been no application made to the court to restrain this latter publication. This is, however, very different from a publication, by one of two litigants, of a certain portion of the proceedings which he thinks may tend to create a prejudice against his opponent. In this case, I am bound to say the plaintiff has had great provocation, and for that reason I did not wish to hear his counsel on the subject of costs. I think the calling a meeting of the shareholders to consider the course of conduct pursued by the plaintiff as affecting the company, and especially coupled with very intemperate and improper resolutions passed on that occasion, was not the way in which a question of this kind should be considered. It would quite be legitimate to call together the shareholders to consider a bill filed on behalf of himself and the other shareholders. The simple form would have been to have called a meeting to consider the propriety of that bill, and to express their opinion thereon. That would have been perfectly legitimate, because it is a bill filed on behalf of himself and all the other shareholders, and the directors might seriously wish to be advised as to whether or not the other shareholders concurred, and if they did, there would have been a greater inducement to take a different view from what they would take for their defence under other circumstances. But when we read this speech at the meeting, bearing in mind also the fact that the speaker is challenged as being the instigator of the newspaper articles, and that he contents himself by simply saying that he did not write them, and looking to the language that he has used, and especially as regards that species of invitation as to a portion of the proceedings, which he rather suggests that the plaintiff would not wish to have published, I cannot be surprised that the plaintiff should be betrayed into a course of conduct which I think not right for the preservation of the due administration of justice. Therefore, in making the order I am about to make, I do not direct any costs to be paid by the plaintiff, hoping in future the parties will conduct their litigation like other reasonable men, and as other suitors in this court they will leave the cause to be conducted by their legal advisers on both sides, and abstain from making speeches and publishing pamphlets, or anything that may tend to excitement. I think the proper order to be made will be the following:—That an injunction be awarded to restrain the plaintiff, his solicitors, servants, agents and workmen, from publishing so much of the pamphlet marked A in the affidavit of Ralph Ward Jackson mentioned (stating the objectionable passages), and from publishing or offering for sale, during the progress of this suit, any book or pamphlet containing statements of the proceedings in this suit; and also from making public any of such proceedings otherwise than in the due course of the prosecution of this suit until the hearing of this cause, or until the further order of this court.

SUPREME COURT OF PENNSYLVANIA.

(*From the Pittsburgh Legal Journal.*)

BONBAKER v. OKESON.

Nothing short of an agreement to give time, which binds the creditor, and prevents his bringing suit, will discharge a surety.

Such an agreement cannot be inferred from declarations, made by a creditor to a surety, to the effect that he considered the debtor possessed of property sufficient to discharge the liability, that he either had given or would give him time, that the debtor would pay the debt, and that he did not want the surety any longer.

The duty of determining the meaning of words used in conversation, and what the parties intended to express by them, devolves upon the jury and not upon the Court.

ERROR to the Court of Common Pleas of Juniata Co. Opinion by STRONG, J.—The original liability of Okeson to pay the debt was established, and indeed it was not denied. It was, therefore, incumbent upon him to show affirmatively his discharge from that liability. This he attempted to do by evidence that he was surety and that the creditor had told him on one occasion that Shirlock, the principal debtor, was good enough for the money, that he did not want him (Okeson), that he had been to the West to see Shirlock, that he had a good crop of wheat, a fine appearance for a good crop of corn, and a good stock of horses and cattle on his farm; that he had given him time, or would give him time; and that Shirlock would pay it, and that he did not want Okeson any longer.

The Court charged the jury that "if this conversation occurred, and it was all the conversation that occurred between the parties, and Okeson was the surety of Shirlock, it would discharge Okeson, and be an available defence on the ground that it would lull the surety into security and prevent him from taking any action for his own security or idemnity; and it would be a fraud upon the surety for the creditor afterwards, contrary to his assurance, to call upon the surety for payment." To this instruction the plaintiff excepted, and he has assigned it here for error.

It is noticeable that the learned Judge did not submit to the jury to find what the plaintiff intended, or what the defendant understood by the expressions, he had "given time" to Shirlock, and that "he did not want Okeson any longer." The Court construed the language of the witness, and took away from the jury all inquiry as to its meaning. The rule, however, is undoubted, that the meaning of the words used in conversation, and what the parties intended to express by them, is exclusively for the jury to determine. (9 Watts, 59.) It is obvious that the testimony is utterly inadequate to prove a direct and binding release of the surety. The creditor said "he did not want Okeson any longer," but this did not amount to an agreement to discharge him, and if it did, it was entirely without consideration, and therefore inoperative. Nor does the expression of the creditor that he had given time to the principal debtor, necessarily amount to proof of an equitable release of the surety. It was quite possible for him to give time, without affecting in the least the liability of Okeson.

Nothing short of an agreement to give time which binds the creditor, and prevents his bringing suit, will discharge the surety. Mere delay without such a binding agreement will not. Now if