that the note sued on was negotiable. If the note was negotiable, the plaintiffs, who are innocent holders, may enforce the stipulation for attorney's fees against the maker. *Hubbard* v. *Harrison*, 38 Ind. 323; *British Bank* v. *Ellis*, 6 Sawy. 97; Dan. Neg. Inst, § 62; and see *Miner* v. *Bank*, 53 Tex. 559." See *ante*, 447; *Johnston* v. *Speer*, 92 Penn. St. 227; S. C. 38 Am. Rep. 675, and note 677. —*Albany L. J.*

A STRIKING exemplification of the danger of "helping one's self" in a shop, and of trying to get more than one's money worth, is shown in *Gwynn* v. *Duffield*, Supreme Court of Iowa, April, 1883, 15 Rep. 786. This was an action of negligence against an apothecary. The plaintiff ordered some extract of dandelion, and the apothecary by mistake served him out of the belladonna jar, and was doing the package up. Then, as the court state, "the plaintiff went to the jar containing belladona and took out, on the point of his knife, what he thought was a dose of the extract of dandelion, and called the attention of one of the defendants to it, and asked if that was a proper dose; and the defendant, supposing that it was the extract of dandelion, told the plaintiff that the amount on his knife was a proper dose, and therefore the plaintiff took it. The jar, it appears, was properly labelled, and the plaintiff's negligence, if any, consisted in not discovering that the jar contained belladonna. There is no pretence that he could not read. The only excuse for him was, so far as we can discover, that the defendant, whom he consulted in regard to the size of the dose, had just made the same mistake. He had just taken from that jar, as the plaintiff had seen, a portion of its contents to fill an order for the extract of dandelion, given by the plaintiff, and was doing up the package when the plaintiff proceeded to help himself to a dose from the jar as above set forth. There is not the slightest evidence that the defendant discovered the plaintiff's danger." The court charged the ordinary doctrine of contributory negligence, but added the exception that the plaintiff might recover, in spite of his own contributory negligence, if the defendant, after seeing the danger of injury, did not use ordinary care to avert it. The court said: "The jury then should have been instructed without qualification that if the plaintiff was guilty of negligence contributing to the injury he cannot recover."—*Albany L. J.*

REPORTS

ONTARIO.

(Reported for the LAW JOURNAL.)

MASTER'S OFFICE.

DARLING V. DARLING.

Production of documents—Delivery out after inspection.

The object of the production of documents in actions, is to enable either party to discover the existence and acquire a knowledge of the contents of the deeds and writings relevant to the case, which are in the possession or control of the opposite party; and when that object is accomplished the documents will go back to the custody of the party producing them.

The Court will not impound documents which appear to have been tampered with, but will retain them for a reasonable time for inspection, or to allow criminal proceedings to be taken in respect of them.

The Master has a discretion to direct parties to leave documents in his office so long as any useful purpose may be answered by their remaining there, and then to allow the party producing to take them back.

[Toronto—Mr. HODGINS, Q.C.

This was an application by the defendant for the delivery out to him of certain account books brought into the Master's office in March, 1882, pursuant to an order for production.

Bain, for the defendant, filed an affidavit showing that the books were material to the defendant's business in Montreal.

W. Barwick, contra, objected on the grounds that the defendant intended to remove the books to Montreal, out of the jurisdiction of the Court, and that the books showed that they had been tampered with—leaves having been torn out and balances altered.

THE MASTER IN ORDINARY—The jurisdiction of the Court in ordering the production of documents evidently comes from the *actiones ad exhibendum* of the Roman Law, which enabled the owner of a thing in the possession of another to compel its production or exhibition so as to enable the owner to establish his claim to it: Sanders' Justinian, 191. This Court by its order enables either party to an action to discover the existence and acquire a knowledge of the contents of the deeds and writings releva