

The defendants, a railway company subject to the provisions of the Dominion Railway Act (R. S. C., cap. 109), purchased a strip of land running through the centre of a farm leased by the proprietor to the plaintiffs. The plaintiffs were indemnified for the loss of this strip during the unexpired term of their lease, and on receiving this indemnity released the company "of all claims and demands whatsoever that they might have against the said company for the loss of occupation of the premises in question, and generally of all rights and privileges resulting in their favour from the said lease, with respect to the portion of said farm required by said company for their railway." The company shortly after proceeded to construct the railroad, and in so doing made a deep cutting along the strip so acquired, preventing access from one part of the farm to the other. No bridge or crossing was made to connect the severed portions of the farm for nearly two years during which the construction of the road went on.

*Held*:—1. That the railway company were bound to furnish the lessees with proper bridges or crossings even during the progress of the work, and that in default of so doing they would be liable in damages.

2. That the defendants were not absolved from this obligation by the terms of the deed of release above cited, as these only covered indemnity for the loss of the strip taken by the railway.

3. That as the damages in this case were continuous, and as the action had been commenced within six months from the cessation thereof, the claim was not prescribed under section 27 of the Railway Act.

4. That such damages were not limited to the period of six months next preceding the institution of the action.

5. That as the plaintiffs had not been totally deprived of access to the severed portion of their farm, but could communicate therewith by using their neighbours' bridges and crossings, moderate damages would be allowed, representing the loss of time and extra labour and expense incurred by such difficulty of access. *Smith v. Atlantic & North West Ry. Co.*, Jetté, J., June 22, 1889.

*Séparation de corps—Adultères—Détails de noms et de circonstances*

*Jugé*:—Que dans une action en séparation de corps pour cause d'adultères, la défenderesse accusée de ce *délit* peut obtenir, par motion, que le demandeur lui fasse connaître les endroits, les circonstances des adultères, et les noms de ceux qui les auraient commis avec elle. *Lapierre v. Granger*, Mathieu, J., 4 juin 1889.

EXCHEQUER COURT.

Sittings of the Exchequer Court of Canada are to be held in the following places, at the times mentioned:—At the Court House, in the City of Ottawa, on the 5th of November, 1889, at eleven a.m.; at the Court House, in the City of Halifax, on the 18th of November, 1889, at eleven a.m.; at the Court House, in the City of Quebec, on the 10th December, 1889, at eleven a.m. At these sittings "any action ripe for trial may be set down for trial by either party thereto upon giving the opposite party ten days' notice of trial or by consent of parties, and without taking out any summons, or obtaining any directions under the 116th rule of the rules and orders of the Exchequer Court of Canada of March 4, 1876.

A POOR LAWYER.

The central facts of this incident are true; it actually happened.

In the year 1867, a young lawyer sat alone in his office till nearly six, and as he waited, he mused on the terrible uncertainty of his income, and the reality of his expenses; for he was married, with a sickly wife and a child to support in a large city, with a meagre acquaintance and less practice. His grocer had been put off on the Saturday before; his rent was long overdue; the hired girl was about leaving for lack of wages, and the times looked so hard that he actually half decided to abandon law practice for anything to earn a living for his family.

The dim light in the office lamp was just being turned out when the door opened, and in came a little odd-looking man, in a dilapidated and seedy condition, appearing more like a tramp than a client, and said,—