

ters form their own theory of a case and in their short abstract unconsciously give undue prominence and weight to those points which tend to support their theory. One of the most experienced of the judges informed me that it was a common experience for him to notice in the reports of cases that facts which he regarded as of great consequence as bearing upon the degree of criminality were wholly unnoticed, whilst others were brought into false and unnatural light. What wonder, then, that the public mind is astonished and perplexed at the inequality of sentences? The subject is one of vast and far-reaching consequence and one well worthy the attention of public men; but if the people wish fairly to judge the judges, they must be careful first to see that they have a true and faithful picture of their actions.—*Irish Law Times*.

NOTES OF CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

COMMON LAW CHAMBERS.

Wilson, C. J.]

IN RE JOHNSON V. THE TORONTO, GREY AND BRUCE RAILWAY COMPANY.

Mandamus—Railway bonds—Registration.

The Canadian Bank of Commerce received from various parties bonds of the Toronto, Grey and Bruce Railway to the amount of £106,800, and tendered them for registration at the Railway office in order that the holders might vote thereon. The Secretary of the Railway Company refused to register the bonds unless written transfers from the original holders were produced.

Held, that the Company should register the bonds without the production of the transfers, and the summons for a *mandamus* was made absolute with costs.

McCarthy, Q.C., and E. Martin, Q.C., for the applicants.

S. H. Blake, Q.C., showed cause.

Osler, J.]

[August 5.]

IN RE KINSEY V. ROCHE.

Division Court—Prohibition—Surety—Division Courts Act, 1880.

Plaintiff and defendant were joint makers of a promissory note for \$169, which plaintiff signed as a surety only. Plaintiff paid \$118 upon it.

Held, that plaintiff could not maintain an action in a Division Court for the amount so paid and that a prohibition must issue, but without costs, as there was no meritorious defence.

Watson & Doherty, for defendant.

Bethune, Moss, Falconbridge & Hoyles, contra.

Osler, J.]

[August 26.]

GRIERSON V. CORBETT.

Bail—Ca. sa. to fix bail—Surrender—Bail-piece—Copy of.

Where a defendant is arrested by a sheriff under a *ca. re.*, and after verdict is surrendered by his bail to the same sheriff, upon an action being commenced against them, the sheriff is not entitled to a copy of the bail-piece before receiving the prisoner into custody, and such refusal being given, the sheriff was compelled to pay the costs of an application to stay proceedings, and an order was made to extend the time for surrender.

Aylesworth, for the bail.

Robinson, O'Brien & Scott, contra.

The name of *B. Martin*, Q.C., should have appeared as one of the Counsel for the applicant in *Re Osler & T. G. & B. R. Co.* (ante p. 305) instead of that of *Osler*, Q.C.