sort of thing", and, by sheer want of culture, an exile in his own country from all the wonderful possibilities in it that are open to a man who can spend a quarter of a million in carrying out an idea.

It is sad to think of anybody looking over the edge of his surroundings for happiness. It is a situation always regarded with some suspicion, as proceeding from either want of will or want of skill to develop happiness within the field of his daily life, where alone it can be real. What are we to say of a man who, "situated in one of the most sightly portions of Bar Harbour" with a "rocky cliff" at his front door, cannot perceive its possibilities; who has missed the joy of creation; that perception and development of character, which leads a man on, step by step, with ever deepening interest, into new fields of appreciation in his surroundings; and has substituted for it the painful labours of imitation, which satisfy little and continue to separate a man from his own life.

What we say is of some importance for ourselves; for, if the pursuit of happiness is to have any place in the life of the worker in art, the study of character in the thing before him, and its expression, is the only source of that happiness.

JUDICIAL DECISOINS.

Among recent decisions of thehigher Courts in Canada, there may be noted as of especial interest.

ARCHITECT'S FEES.— Schwab v. Shragge (Manitoba, Court of King's Bench, 27thApril) was an action by an architect to receive payment for services in the preparation of plans and specifications and in superintending the construction of buildings. The architect, under instructions from the owner, prepared plans and specifications for a terrace of three houses, and a little later prepared plans and specifications for a brick and stone block, both in the city of Winnipeg. It was not intended that these buildings should be erected at once, but the client wished to have the plans and specifications ready in advance. The client's statement to the Court was that a fixed charge of $25 for each set of plans and specifications was agreed upon at the time they were ordered, and that, as an inducement to the architect do the work at this low charge, a promise was made to give him the preference when employing an architect to superintend construction. The architect, on the other hand, said that no charge was agreed upon when he was employed to do the work, but when the client afterwards employed him to superintend the construction of the block, he accepted the employment on the terms of being paid two per cent. on the cost of the buildings for the plans and specifications and three per cent. for inspection. Within a short time after the preparation of each of the sets of plans and specifications the client gave the architect two cheques for $250 each, one marked "for drawing plans," and the other "for plans and specifications." The architect admitted the receipt of these two sums, but said that they were payments on account only. Upon this conflict of real testimony, the Judge Mathews aided no doubt by the evidence of the cheques, writing being always more trustworthy than recollection, found in favour of the client. Other questions of facts arising in the same action were also decided, but none of them are of special interest.

MISTAKE IN BUILDING HOUSE.—It may have been through the mistake of an architect or builder that the house in question in Ruetsch v. Spry (Ontario, High Court of Justice, 30th April), projected in two places beyond the parcel of land described in the deed which evidenced the purchase by the plaintiff. There was no doubt that the parties to the sale were dealing with the entire house in question, and intended the one to buy and the other to sell, that house in its entirety, and so much land as was necessary to give the plaintiff a rectangular lot. It was held by Mr. Justice Anglin that the case presented did not warrant the rectification of the deed, but that, upon the time construction of the deed, it should, notwithstanding the definite description by metes and bounds which it contained, be held to include the two triangular pieces of land occupied by those portions of the house which lay respectively to the west of the western boundary and to the north of the northern limit of the lands covered by the particular description.

TRADE UNION.—The very latest trade union case is Metallic Roofing Company, of Canada v. Jose (Ontario High Court of Justice, 1st May.) The decision is that of a Divisional Court of three Judges affirming a verdict for $7,500 damages in an action for conspiracy, tried before a special jury. The roofing company refused to sign an agreement confining them to the employment of union labor men, and the acts complained of as constituting a conspiracy were said to have been done by the defendants, v. the members of Local Union No. 30 Amalgamated Sheet Metal Workers, with the object of compelling the company to submit to the terms of the local union. The evidence showed that the company had union and non-union men working together in the cornice department of their business, ten in all, of whom two were non-union. These men were content and satisfied with their situation, with their wages, and hours of work, and no dispute existed because of some being union and others non-union. The union men in the employment of the company were, upon the company's failure to sign the agreement, called out in the middle of the day, and in obedience to the call they left with half a day's work unfinished. "The withdrawal of the men in the midst of there work," says Chancellor Boyd, delivering the opinion of the Court, "by the combined action of the defendants, was oppressive and unfair to the company, not justifiable by any countervailing prospect of pecuniary advantage to the union or the men. But the unfair aspect of this first step is enhanced and becomes affirmatively spiteful when the next move is made, by which communications are sent broadcast over the country informing the customers of the company and others that the company deal in unfair goods, and that these goods will not be handled by organized labour; the meaning of this being that any one who attempts to use the goods manufactured by the company shall have his union workmen called out on strike. This is in effect a boycotting of the company's goods because they will not sign. The loss which resulted to the plaintiffs is not overestimated by the jury at $7,500, which is the pecuniary measure of the injury inflicted upon the company by continued and concerted action which could bring no gain directly to the defendants, nor any reasonable prospect of it." The two following propositions are laid down by the authority of English Courts: "The law which allows workmen to combine for the purpose of obtaining a lawful benefit to themselves gives no sanction to combinations which have for their immediate purpose the hurt of another." "Intentional infliction of damage upon a man's trade by combined action is wrongful unless just cause or excuse can be found for it."