Municipal by-law were passed prohibiting exhibitions of that character. The alderman's view appears to be that it is wholly optional with a municipality either to take quasi-criminal proceedings to enforce the penalties provided by law, or to apply to the Superior Court for an injunction to prevent the commission of the offence. Happily government by injunction in furtherance of criminal law or of municipal police powers has not invaded Canada, but public utterances of the class mentioned, made by persons who should know better, have given rise to much misconception of legal administration, and a popular idea that interim injunctions can be had for the asking.

The Imperial Law Officers of the Crown have delivered their opinion in the matter of the Canada Customs tariff of 1897 and the Imperial treaties with Germany and Belgium, as follows :

"The Law Officers advise that the Crown is bound by the German and Belgian treaties in respect of trade between those countries and Canada; that the obligation in these treaties that the produce of Germany and Belgium shall not be subject to any higher or other duties than those which may be imposed upon similar articles of British origin is absolute and unqualified, and as the United Kingdom has been admitted to the benefit of the reciprocal tariff, Germany and Belgium are entitled to it also.

"The Law Officers advise also that on the admission of Germany and Belgium the benefit of the reciprocal tariff must be extended to all countries entitled in Canada by treaty to most-favored-nation treatment in tariff matters. Notice was given on the 30th of July to terminate the treaties, and in the meantime effect should at once be given, in accordance with the undertaking given by your Ministers, to the Law Officers' decision, and excess of duties levied repaid on demand."

The Supreme Court of Wisconsin has handed down an interesting decision in the case of Wertheimer v. Saunders, holding that a landlord who, at the request of his tenant, undertakes to put a new roof on a building is liable for injury to the tenant from the negligent conduct of the work, the same as if he were bound by the lease to do the work, and the fact that the work is being done for him by an independent contractor is not sufficient to release the contractor from liability for injury to the tenant's property in the building if it is rained on owing to the negligent manner in which the roof was being put on. Although not bound by the lease to have the work done, and although having it done through the medium of a contract with third parties, the court holds that the landlord, in entering upon the work, owed the tenant a particular duty in the premises, viz., that reasonable care and caution should be used in conducting the work of taking off the old roof and putting on the new one to prevent any injury to the property of the tenant. The court says that this is an absolute duty imposed by law, for the work to be done was naturally attended with risk and danger to the property of the tenant by reason of its exposure to the elements. One upon whom the law devolves a duty cannot shift it upon another so as to exonerate himself from the consequences of its non-performance. Shearman and Redfield on Negligence, 174 to 176; Wood's Master and Servant, sec. 316; Promer v. R. R. Company, 90 Wis., 220; same case, 63 N. W. Rep., 90; R. R. Company v. Morey, 47 Ohio State, 207.—*Law Student's Helper.*

A trial in which the newspaper editors and publishers were deeply interested was concluded recently in Washington, D.C., the result being a victory for the defendant, John S. Shriver, a newspaper correspondent, who was on trial charged with con-