

tion of the child, but was refused. A rule nisi having been obtained from the Court Dr. Barnardo's counsel showed cause before the Queen's Bench Division, November 30. The Court (Lord Coleridge, C.J., and Bowen, L.J.) said that Dr. Barnardo had wrongfully handed over the child to another person; that his inability to comply with the writ had been held in *Regina v. Barnardo*, 58 Law J. Rep. Q. B. 553; L. R. 23 Q. B. Div. 305, by the Court of Appeal to be no sufficient return to a writ of *habeas corpus* when issued; and that such fact was no answer to an application for the issue of the writ. The rule was therefore made absolute. Dr. Barnardo has long been engaged in the noble work of reclaiming children from the lowest depths of misery and degradation. An eminent English judge, the late Lord Cairns, was, we believe, a friend and patron of the work, which is a sufficient testimonial to the Doctor's honesty and disinterestedness. In pursuing his labours he naturally has not infrequently to encounter the opposition of evil and degraded parents. In the present case he was doubtless actuated by the best motives in permitting the child to pass from his charge to that of another, who was actuated by similar motives in hiding the boy where his mother could not find him. The decision of the Court in holding Dr. Barnardo responsible, will probably force this person to produce the child.

SUPERIOR COURT—MONTREAL.*

Capias—Secrecion—Disappearance of assets.

Held:—(Affirming the decision of Brooks, J.), That a debtor, who in April, 1889, prepared and furnished to his principal creditors a detailed statement of his affairs, showing a surplus of \$15,000, and who subsequently, in October of the same year, made an abandonment of his property, with a statement showing a deficit of \$20,500, and who failed, at a meeting of his creditors, to give a satisfactory explanation as to the discrepancy, may be arrested on *capias* for secrecion, and he is bound to give a reasonable explanation as to the difference, failing which, his petition for

discharge will be rejected.—*Eastern Townships Bank v. Parent*; and *Hart v. Parent*, in Review, Gill, Würtele, Tait, JJ., Dec. 11, 1889.

Railway—Risk incidental to employment—Release and Discharge.

Held:—1. A railway company is not responsible for injury sustained by an employee, whose foot was caught in a frog, where it appears that there was no negligence or fault on the part of the defendants, and the accident was owing to a risk incidental to the plaintiff's employment as a brakeman.

2. Where the plaintiff, as a member of an insurance society in connection with the defendant company, received a sum of money from the society, in compensation of injuries, and in consideration of such payment signed a release and discharge of defendants "from all claims for damages, indemnity, or other form of compensation, on account of said accident," that he was precluded from asking for any further compensation.—*Bourgeault v. La Cie. du Grand Tronc*, Taschereau, J., Oct. 29, 1887.

DECISIONS AT QUEBEC.*

Revendication—Jurisdiction.

Jugé:—1. Le propriétaire de marchandises, qui les consigne pour vente à un facteur dans un autre district, ne peut les saisir-revendiquer entre les mains de ce dernier que par action prise devant le tribunal de son domicile.

2. Le propriétaire ne peut saisir-revendiquer les marchandises consignées pour vente à un facteur, qu'après remboursement des avances faites par ce dernier sur les marchandises. *Gourdeau v. Cassis*, C.S., Casault, J., 23 nov. 1885.

Médecin—Commerce de pharmacie—Poisons.

Jugé:—1. Qu'un médecin qui fait le commerce de pharmacie est tenu, comme tout autre pharmacien, de se soumettre aux clauses concernant la vente des poisons, et notamment à l'article 4034, S. R. Q., lorsqu'il vend du poison dans sa pharmacie, sans que ses services de médecin aient été requis;

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* 15 Q. L. R.