

LAW SOCIETY OF UPPER CANADA.

The following shews the result of the recent election of Benchers:—H. H. Strathy, 822; G. F. Shepley, 793; M. Wilson, 769; A. B. Aylesworth, 747; G. Lynch-Staunton, 715; A. H. Clarke, 714; C. H. Ritchie, 708; D. B. MacLennan, 701; J. M. Glenn, 699; Donald Guthrie, 689; G. C. Gibbons, 683; F. H. Chrysler, 685; S. G. McKay, 674; Alex. Bruce, 635; John Hoskin, 634; W. Kerr, 624; W. R. White, 603; Walter Barwick, 602; E. S. Smith, 600; W. D. Hogg, 599; W. R. Riddell, 586; W. D. McPherson, 578; Jas. Bicknell, 575; G. H. Watson, 571; W. B. Northrup, 568; R. M. Dennistoun, 556; A. C. McMaster, 533; Z. A. Lash, 533; J. W. Nesbitt, 517; J. E. Farewell, 510.

UNITED STATES DECISIONS.

NEGLIGENCE—MASTER AND SERVANT:—Negligence or error of judgment, of a competent foreman having authority to hire and discharge the men, in refusing to permit the selection, from a store of rope, of a piece sufficient for the use intended, and insisting upon the use of a piece which proves to be insufficient, is held, in *Vogel v. American Bridge Co.* (N.Y.) 70 L.R.A. 725, not to render the master liable for a resulting injury to a workman, since the risk of injury from such fault is assumed by the men as incidental to the execution of the work in its details.

A mason contractor is held, in *Mooney v. Beattie* (Mass.) 70 L.R.A. 831, to owe no duty to his employees to inspect stone received from the quarry to ascertain if it is free from explosives used to blast it from the quarry bed. The duty of a master to inspect materials upon which a servant is to work is the subject of a note to this case.

SALE BY SAMPLE.—A manufacturer who sells goods by sample is held, in *Nixa Canning Co. v. Lehmann-Higginson Grocer Co.* (Kan.) 70 L.R.A. 653, impliedly to warrant that they are free from any latent defect that could not be discovered upon ordinary examination of the sample. Warranty on sale of goods by sample is the subject of a note to this case.

BANKING:—A bank sends to another bank, which is its regular correspondent, for collection, a draft indorsed for collection and credit is held, in *Garrison v. Union Trust Co.* (Mich.) 70 L.R.A. 615, to have no right to assert its title against the lien upon the proceeds to which a third bank, to which the draft is forwarded for collection, is entitled in the ordinary course of business to balance its account against the intermediate bank.