

TELEPHONE MESSAGE — EVIDENCE.—Where A, desiring to talk over the telephone with B, asked the operator to call him, and the operator thereupon had a conversation with B, reporting to A, who was standing by, what B said as it came over the wire, the Kentucky Court of Appeals held that in a subsequent action between A and B the former might prove by himself and others what the operator reported to him as coming from B, the operator being called and not remembering the conversation. *Sullivan et al. vs. Kuykendall*, decided January 22.

PRINCIPAL AND AGENT—LIEN.—Where a principal consigns goods to an agent to sell under an agreement that the latter will accept bills drawn upon him by the former to the amount of goods so consigned on hand, it is a necessary inference that the drafts are to be drawn on the credit of the goods, and to the amount of acceptances outstanding the agent has a lien on the goods in his hands as security and is entitled to retain the same until the acceptances are paid. The law implies or infers the lien from the relation between the parties. So held by the New York Court of Appeals in the case of *Nagle vs. McFeeters*.

SALE — DELIVERY — ADVANCES.—Where money was advanced by a firm under an agreement that it was in purchasing tobacco, which was to be shipped to them and by them sold, and after the deduction of the expenses the proceeds were to be applied to the repayment of the advance, the Kentucky Superior Court held that the contract was completed by the delivery of the possession of the tobacco to a common carrier to be delivered to the firm advancing the money, and that the purchase then had no interest in it which could be subjected to the payment of his debts. *Hobson et al. vs. Broach*, decided February 11.

RAILROAD — RIGHT OF WAY — DAMAGES.—When the question whether the right of way has ever been acquired by a railroad company over land arises in a case such evidence is admissible in a condemnation by statutory proceeding, and injuries to crops, orchards, pastures and fences, resulting from the tearing down of fences of plaintiff at the time the railroad entered the land, and from the failure to so fence and guard its way where it entered and left the land that animals could not enter and destroy plaintiff's property, are proper elements of damage. *Houston East & West Railroad Company vs. Adams et al.*, decided by the Supreme Court of Texas.—*Bradstreet*.

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Notice is hereby given that the partnership heretofore existing between us, the undersigned, as

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in the city of Winnipeg, has this day been dissolved by mutual consent.

All debts owing to the said partnership are to be paid to Messrs Woods & Co., of the said city of Winnipeg, merchants, who will pay all debts due by said firm.

Dated at Winnipeg this seventh day of February, A.D. 1885.

Witness—
J. W. WILSON.

A. WOODS,
JESSIE OVENS,
W. J. OVENS,
ELIZABETH WOODS.

The above-mentioned business heretofore carried on under the name of Woods, Ovens, & Co will be continued by the undersigned,

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Winnipeg,
7th February, 1885.

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