petent stenographers away from the place altogether. They sought in other cities the remuneration which was denied to them in Montreal. The result has been more frequent complaints on the part of judges and counsel of ignorant and incompetent writers. We see that it is now proposed to reduce the rate still further to ten cents. We are at a loss to imagine what ground can be stated for this, unless it be to make the work so unsatisfactory as to compel the appointment of permanent officers of the Court for this duty, which would probably be a better system.

CARRIER'S LIABILITY BEYOND TERMINUS.

In a recent case, *The St. Louis Ins. Co.* v. *The St. Louis, Vandalia, Terre Haute & Indianapolis R.R. Co.*, the U. S. Supreme Court has decided that, in the absence of a special contract, express or implied, for the safe transportation of goods to their known destination, a carrier is only bound to carry safely to the end of its line, and there deliver to the next carrier in the route. Where a carrier joins with other companies in establishing a through rate between points, to be divided between themselves upon the basis of distance, this fact of itself does not imply an undertaking on the part of the former to carry beyond its own line, or to become bound for any default or negligence of other carriers. Reference was made by the Court to the case of *Railroad Co.* v. *Manufacturing Co.*, 16 Wall. 328, a case before the same Court, in which the principle above stated had already received the sanction of the Supreme Court, and to *Railroad Co.* v. *Pratt*, 22 Wall. 129, as also recognizing the same rule.

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, Nov. 30, 1881.

JOHNSON, JETTÉ, MATHIEU, JJ.

[From S. C., Ottawa.

WATSON v. SMITH *et al.*

Procedure—Judgment by error—Replacing case on roll.

The Court of Review may direct a cause which has been discharged by error, to be replaced on the roll, even where the motion to restore the case is made during a subsequent term of the Court.

Semble, the proper mode of obtaining relief is by requête civile, and not by motion.

JOHNSON, J. A motion is made to restore to the roll of inscriptions in this Court a case which was discharged last term by error, during the absence of the inscribing party. I must say that I am generally for rectifying errors in all cases where it can be done without injustice. In the present case, the misapprehension is sworn to in an affidavit which is uncontradicted. There have been few cases of this kind; but there was one decided in this court in 1873, *Sheppard* v. *Buchanan*; and *Neil* v. *Champoux*, (7 Q. L. Rep. p. 210) is another case bearing on the subject. In the first case the restoration of the inscription was allowed, and I see no reason whatever alleged against it by any of the Judges, except what was expressed by Mr. Justice Mackay, to the effect that the Court was no longer seized of the case. That appears to me to be just the point that must not be taken for granted. One party says the Court has only lost its hold of the case by an error—a misunderstanding—*i. e.*, that it has not effectually been disseized of it; but only by a mistake that ought not to have the effect of an intentional act,—such a mistake as would avoid a contract—in one word that the Court is not really, and in fact, but only mistakenly and apparently disseized of the case. He says he has not lost his right any more than he could his property through error; and the existence of this error is just the fact that will determine whether the Court ought to be held to have the case still before it or not. However that may be, the decision of the Court in that case was to restore the inscription, the application being made the same term during which the mistake happened and had its effect. In the Quebec case it was a *requête civile* and not a motion that had been granted by Mr. Justice Polette, and the case was taken to review in Quebec, where his judgment was confirmed by Meredith, C. J., Stuart, J., and Caron, J. The only real difference between the two was the form, the one being a motion and the other a *requête civile*, and this, of course, is not an empty form, for under the *requête civile* you can order evidence, but not under the motion. But here there is nothing to go to evidence upon. The fact is established by affidavit, and the opposite party does not even take the trouble to contradict it; therefore it is admitted. It is not