

FLOTSAM AND JETSAM.

IN *Grey v. Jackson*, 51 N. H. 9, it is held that where a common carrier between P. and B. takes a package at P. for B., a place in another State, beyond his terminus, the question whether he undertakes as a carrier beyond B. is one of fact, and the law of the place where the loss occurs governs the rights of the parties. The first and much mooted question is learnedly discussed by Judge Doe, in an opinion of thirty-nine pages. The judge quoted the following humorous language of Senator Bockee, in the old Court of Errors in this State, in the celebrated case of *Van Sanford v. St. John*, 6 Hill, 157: "Suppose the box had been marked 'Brown's Hole, Rocky Mountains,'" says the Senator; if the law implies a contract to deliver the box at that place, he observes, as it is the duty of every man faithfully to fulfil his contracts, the carrier "must abandon his ordinary avocations and business, leave the delights of domestic association, embark with his dear-bought freight, and follow the long line of internal navigation until he reaches the Yellow-stone. Then he must traverse a vast desert, with Indian horses and pack-saddles, exposed to famine, to the wintry storms, to wild beasts and savages; and if Providence should protect him through every danger, he returns, after years of suffering, a worn-out beggar, to a ruined home." This language was quite effectual in its day; but the journey to "Brown's Hole," now-a-days, is a very different affair, and instead of being tedious, perilous or difficult, is a much-sought recreation. The Senator's law is still good, but his rhetoric has lost its force.—*Law Journal*.

DEFINITION OF "GENTLEMAN."

Common Pleas, Jan. 22, 1874.

Sittings in Banco.—(Before Lord Coleridge and Justices Keating, Grove and Denman.)

SMITH V. CHEESE AND ANOTHER.

This case was tried a day or two ago before Mr. Justice Brett, when the verdict was for the plaintiff. It was an interpleader issue, the question being as to the validity of a bill of sale. The statute says that the affidavit of the execution of the deed should set out the name, address, and description of the attesting witness. In the present case the attesting witness was described as a "gentleman," and his circumstances were these. He had been for many years managing clerk to a firm of proctors, but the throwing open of that profession caused his services to be no longer required, and he left six years ago. Since then he had lived at Ealing, chiefly on an allowance from his mother, but being well-known, he was frequently asked

to write letters, and advise people, and occasionally to collect debts, and do other things. He was sometimes paid for this but more often not.

Mr. G. O. Brown moved, pursuant to leave, to enter a verdict for the defendants, upon the ground that the description of the attesting witness was, in the words of the learned judge "inaccurate, insufficient, or wrong."

Mr. Justice Keating—How should he have been described?

Mr. Brown thought that he might have been described as a letter writer or a debt collector.

Mr. Justice Keating supposed that in an indictment he would be called a "labourer;" but it would not be easy to hit upon his exact description.

Mr. Brown—He was employed at the time in winding up the estate of a Mr. Perkins. In *Allen v. Thompson* (25 L. J.), a government clerk was held to be improperly described as a "gentleman;" and in *Beales v. Tennant* (29 L. J.), there was a similar decision as to a person who had been an attorney's clerk and was then employed making out bills of costs and so on. It was difficult to say who was a "gentleman," but Mr. Talfourd at that trial contended that the term would include anybody who had nothing to do, and was out of the workhouse. (Laughter).

Mr. Justice Denman—"Having no visible means of support."

Lord Coleridge—Some such definition of a "gentleman" might be found in the old books. It had been held that you need not put down a temporary or chance occupation, and that if a man had been "this, that, and the other," the description of "no occupation" would do.

Mr. Justice Denman—This was a very serious question, for if they held that this person was a "gentleman," it would be quoted as an authority all round the world. (A laugh).

Lord Coleridge—Was that the way to test it? It was like holding that A-s-h-a spelt Asia; if it did not spell "Asia" what did it spell? (Laughter).

Mr. Justice Grove—This person had no regular employment, but he occasionally wrote letters and so on, and therefore was a man of education, which was part of the modern though not of the ancient description of "gentleman."

Lord Coleridge—The term "gentleman" does not now exclude education. (A laugh.)

Mr. Brown—If it was said that this person had really no occupation, then he should have been so described; but in such a case the word "gentleman" would be a misleading term.

Lord Coleridge said that it was no doubt im-