

appear to be the proper body to deal with such applications. Additional powers might be vested in them to authorize the examination of candidates who have failed, for some reason which can be satisfactorily explained, to comply with the ordinary conditions which entitle students to examination.

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The retirement of the Hon. Mr. Justice Tessier, of the Court of Queen's Bench, has been followed, at a short interval, by his decease. The learned judge was in his seventy-fifth year. His career at the bar extended over 34 years—from 1839 to 1873. He was Mayor of Quebec in 1851. He also sat in the House of Assembly and in the Legislative Council before Confederation, and was subsequently called to the Senate of Canada. From 1875 to 1891 he was a judge of the Court of Queen's Bench. Mr. Justice Tessier was a sound lawyer, and in the discharge of his official functions was distinguished by impartiality, urbanity and dignity. He leaves nothing but pleasant recollections to the large circle who were connected with him in his long and useful career.

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Our civil code, Art. 1676, declares in effect that carriers cannot validly contract that they shall be exempt from losses caused by their fault or negligence. In *Mongenais & Allan*, the Court of Appeal, March 24, 1892, held that this does not prevent a carrier from making special conditions as to the carriage of goods requiring special care in the handling, by exacting a declaration as to the nature of the goods and the payment of a higher rate. And where the shipper does not make such declaration and pay the higher rate, the carrier is not liable for damage which occurs where ordinary care is taken, even if it appears that the loss would probably have been avoided if the goods had been handled with the care applied to fragile and costly freight.