aristocracy when this decision was pronounced, and which was re-echoed by the blatherskite daily press of America. The whole ground of the commotion turns out to be that a judge ruled, as a question of law, that if a brother write a letter to his sister admonishing her that one who is a suitor for her hand is a disreputable person, this is a privileged communication, and not the ground of an action for libel. Upon the propriety of this ruling we do not venture an opinion, not having examined the question; but we have a clear opinion that if this is not the law, the quicker it is made so the better. If a brother has not the right to write a letter to his only sister admonishing her that she is about to throw herself into the arms of a scallawag or a libertine, what person has a right to convey such information to her? That, we take it, ought to be the law in America, where there is no such a thing as *family* in the sense in which it is understood among the nobility in England."

## *SET-OFF IN JOINT STOCK COMPANIES.*

There is a marked want of uniformity of rule as to the right of set-off in the laws of the Province and of the Dominion respecting joint stock companies.

In Ontario, shareholders in companies incorporated under the Joint Stock Companies' Letters Patent Act, R. S. O. c. 150, while individually liable to the creditors of the company to an amount equal to their unpaid stock are allowed (s. 53, subs. 2) in actions brought by such creditors against them, to raise by way of defence, in whole or in part, any set-off which they could set up against the company, except a claim for unpaid dividends, or a salary or allowance as a president or director.

Neither the Joint Stock Companies' General Clauses Act, R. S. O. c. 149, ss. 35, nor the General Railway Act, R. S. O. c. 165, ss. 30, have any similar provision for set-off.

Nor is there any provision for set-off in the Dominion Companies' Act of 1869, 32-33 Vict. c. 12, ss. 33, or c. 13, ss. 42, or the Consolidated Railway Act 1879, 42 Vict. c. 9, ss. 23.

A clause similar to those in the Acts referred to in the last two paragraphs, viz., s. 80 of the "Railway Act" C. S. C. c. 66, was construed by the Court of Error and Appeal in *Macbeth* v. *Smart*, 14 Gr. 298. The Court reversed a decree of V.-C. Esten, and held, against the opinions of four Equity Judges, that a shareholder in a Railway Company could not set-off, in equity, a debt due to him by the company for moneys he had paid as surety for the railway company.

So in *Bemier* v. *Currie*, 36 U. C. R. 411, GWYNNE, J., held in an action by a creditor of a company against a shareholder that such shareholder could not set-off against his unpaid stock the amount of a judgment and execution held by him against such company; and that the decision of *Macbeth* v. *Smart* was in principle applicable notwithstanding that the shareholder having such judgment and execution could not by reason of his being such shareholder reach with his execution his own unpaid stock.

But in *Smart* v. *Bowmanville, &c., Company*, 25 C. P. 503, a company was held entitled in an action by an agent for his salary, to set-off the amount due by him as a shareholder for his unpaid stock.

The Dominion Act for winding up insolvent companies, 45 Vict. c. 23, provides (s. 60) that "the law of set-off as administered by the Courts, whether of law or equity, shall apply to all claims upon the estate of the company and to all proceedings for the recovery of debts due or accruing due to the company at the commencement of the winding up, in the same manner and to the same extent as if the business of the company were not being wound up under this Act."

The clause provides for the application of "the law of set-off as administered by the Courts" in the actions for the recovery of debts due (1) *by* or (2) *to* the company.

Except in respect of companies incor-