The Legal News.

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In the case of *Read* v. *Anderson* (7 Leg. News, p. 296), it was decided that a commission agent, who has lost a bet made according to agreement with his principal in the agent's own name, can recover it from the principal, although the latter directed him not to pay it. That is to say, the agent has an action against his principal for a debt arising from a betting transaction, and it seemed to follow that the principal should have a similar action against the agent, *i.e.*, where the agent has won a bet for a client, and has received the money, he should be bound to pay it over to the principal. But against this there was the authority of *Beyer* v. *Adams*, 26 L. J. 841, Ch. Recently, however, the English Court of Appeal in *Bridger* v. *Savage*, 54 L. J. Rep. Q.B. 464, decided in July last, has overruled *Beyer* v. *Adams*, and holds that a better may recover from a commission agent money won by him for the better. This ruling appears to be opposed to the jurisprudence in the United States, and to several decisions of our Superior Court. But the case of *Macdougall & Demers*, which was heard before the Court of Appeal in September, will probably throw additional light upon the question.

The Montreal Law Reports, Queen's Bench Series, for September - October, comprise pages 369—432. Among the cases reported is that of *Pillow & City of Montreal*, in which an important constitutional question was decided. The case of *Fisher & Evans* furnishes a precedent in the law relating to servitudes. The decision in *Starnes & Molson* is of great importance in expropriation proceedings. The case of *McMillan & Hedge* presented an interesting question of law concerning the aggravation of a servitude in the nature of a right of way. *Macmaster & Moffatt* was a case decided in the Court below upon the question whether an agreement was complied with in due time. In appeal, the judgment was reversed upon a different ground.

NEW PUBLICATIONS.

Principles of Canadian Railway Law, with the Canadian Jurisprudence and the leading English and American Cases. By Chas. M. Holt, L.L.L., Advocate. Montreal: A. Periard.

This is a work which will be found useful by those who have occasion to examine questions connected with railways and railway companies. It begins with a statement of principles based upon decisions of the Canadian Courts and the works of the leading writers upon this branch of the law. The text of the Dominion Railway Act, with the amendments up to the present date, is appended. The whole is accompanied by forms of proceedings in expropriation in Quebec and Ontario. A copious index is also furnished. The work is well printed and bound, and will form a desirable addition to the library of counsel throughout the Dominion.

*COURT OF QUEEN'S BENCH.— MONTREAL.**

Contract—Time for fulfilment.

M., against whom a *capias* had issued, deposited a cheque in the hands of appellants, the agreement being that if he appeared with his bail at their office at eleven o'clock on the following morning the cheque was to be returned; if he did not appear, the cheque was to be applied to the payment of debt and costs. There was a conflict of evidence as to whether M. appeared at eleven or a few minutes after, and (as the majority of the Court viewed the evidence) one of the bondsmen agreed upon was not present.

"Held (by the whole Court):— That a difference of a few minutes in a contract of this nature was too slight to be material, and would not have justified the application of the cheque to the payment of the debt and costs, if M. had appeared with his bail as agreed; but *held* by the majority of the Court, the absence of one of the bondsmen was a non-compliance with the agreement which justified the application of the cheque to the payment of the debt and costs. *Macmaster et al. & Moffatt*, Dorion, C. J., Monk, Ramsay, Cross, Baby, JJ. (Dorion, C. J., and Cross, J., *diss.*), May 26, 1885.

* To appear in full in Montreal Law Reports, 1 Q. B.