unless he can prove an agreement with his client that more than the taxable fees should be paid.

Held (per Badgley, J.), that there is no right of action in Lower Canada for a retainer.—*Grimard, appellant* v. *Burroughs, respondent*, 3 L. C. L. J. 85.

Squatter.

The defendant squatted upon land of an absentee (who was represented, however, by an agent), cleared and improved the land, and paid the taxes for three years.

Held, in an action under C. S. L. C. cap. 45, that the defendant was entitled to the value of his improvements, less the estimated value of the rents, issues and profits during his occupation.—*Ellice, appellant* v. *Courtemanche, respondent*, 3 L. C. L. J. 126.

Surgeon.

There is an implied obligation on a man holding himself out to the community as a surgeon, and practising that profession, that he should possess the ordinary skill in surgery of the profession generally. Where, by improper treatment of an injury by a surgeon, the patient must inevitably have a defective arm, the surgeon is liable to action, even though the mismanagement or negligence of those having the care of the patient may have aggravated the case and rendered the ultimate condition of the arm worse than it otherwise would have been. The liability of the surgeon being established, the showing of such mismanagement or negligence only affects the measure and amount of damages. This case distinguished from those where the contributory negligence on the part of the patient entered into the creation of the cause of action, and not merely supervened upon it, by way of aggravating the damaging results. The plaintiff broke his arm, and called upon the defendant, a professed surgeon, to set it, which he did; but the evidence showed that by the improper manner of dressing the arm and subsequent negligence of the defendant, the plaintiff must necessarily have a defective arm, irrespective of the management of those having the care of the plaintiff. *Held*, that the defendant was not entitled to have the court charge the jury that if the damage or injury to the plaintiff's arm resulted in part from the negligence of those having the care and management of the plaintiff, that the plaintiff could not recover, the court having given a full and satisfactory charge upon every other feature and theory of the defence.—*Wilmot* v. *Howard*, 39 Vermont Rep.

Telegraph Company.

Telegraph companies, in the absence of any provision of the statute, are not common carriers, and their obligations and liabilities are not to be measured by the same rules, but must be fixed by considerations growing out of the nature of the business in which they are engaged. They do not become insurers against errors in the transmission of messages, except so far as by their rules and regulations, or by contract, they choose to assume that position.

When a person writes a message, under a printed notice requesting the company to send such message according to the conditions of such notice: *held*, that the printed blank was a general proposition to all persons of the terms and conditions upon which messages would be sent, and that by writing said message and delivering it to the company, the party must be held as accepting the proposition, and that such act becomes a contract upon those terms and conditions.

Where a telegraph company established regulations to the effect that it would not be responsible for errors or delay in the transmission of unrepeated messages; and further, that it would assume no liability for any error or neglect committed by any other company, by whose lines a message might be sent in the course of its destination: *held*, that such regulations were reasonable and binding on those dealing with the company.—*Western Union Telegraph Co.* v. *Carew*, (S. C., Mich.) 7 Am. Law Reg. 18.

Vendor and Purchaser.

Where a vendor of real estate, on default in the terms of payment by vendee, goes into a court of equity and has the contract declared void and of no effect, and is remitted to his original title and possession, this is not a proceeding in rescission, but in affirmance of the contract, and does not entitle the vendee to recover back the part of the purchase money already paid.

A purchaser of real estate, who has paid part of his purchase-money or done an act in part performance of his agreement and then refuses to complete his contract, the vendor being willing to do his part, will not be permitted to recover back what has thus been advanced or done.

A purchaser after payment of part of the purchase-money, intended to abandon the contract, and the vendor promised, if he would pay up arrears, to indulge him for a certain time. The purchaser paid up the arrears, but the vendor enforced his payment within the