in excluding a passenger from the cuddy. Conduct unbecoming a gentleman, in the strict sense of the word, might justify him; but in this case there is no imputation of the want of gentlemanly principle.' The poet says (very ungrammatically),

'To swear is neither brave, polite, nor wise;'

but leaving out of question the precise moral status of the word 'damn,' we think the court were right in justifying the shutting off of Mr. Pugh, on the ground that his language might accidentally startle some innocent 'family circle,' or shock the 'well-disposed females,' who are the 'operators at the Exchange,' especially as the offender refused to promise not to do so any more, or as he phrased it, to 'eat dirt.' The telephone is a very vexatious institution at times, but those who would use it should turn away their heads and speak in an 'aside' when they are provoked to bad language."

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, March 31, 1883.

TORRANCE, DOHERTY, RAINVILLE, JJ.

[From S.C., Ottawa.

MANSFIELD v. CHARETTE et al.

Suretyship—Extension of Contract.

The proof of the extension of a contract of suretyship, where the sum in question exceeds $50, *must be made by writing or by the oath of the adverse party.*

The judgment here was against Charette and Mackay, two defendants, jointly and severally. Mackay had employed Charette to draw out lumber on the Gatineau River in the season of 1880-81. On the 2nd December, 1880, an agreement was entered into between Mansfield and Charette by which Charette agreed to pay Mansfield $3 per mile or fraction of mile per 1000 cubic feet for hauling said timber. Mansfield asked for the security of the defendant Mackay, who accordingly addressed him a letter about which there was no difficulty. Later on a supplementary agreement was made between plaintiff and Charette, by which Charette agreed to allow an additional sum of one quarter of a cent per mile. Plaintiff contended that Mackay had notice of this, agreed to it, and became surety for the further sum. Plaintiff also said that this meant per foot, while Charette held that he intended it to mean per 1000 feet.

The Court below maintained plaintiff's pretension and condemned the defendants jointly and severally to pay a balance of $730.

Mackay appealed, and contended that there was no legal proof of his having become surety for the second agreement of the 6th January, 1881, and further that in a case of doubt the contract must be interpreted as meaning per 1000 feet and not per foot. He contended that suretyship was not presumed; C.C 1935, and could only be proved by a writing, C.C. 1235, or his oath, and there was no such proof.

The Court of Review held that there was no legal proof to bind Mackay, and therefore that the judgment against him should be reversed, and the action dismissed.

Judgment reversed.

T. P. Foran, for plaintiff.
John Aylen, for defendant Mackay.

COURT OF REVIEW.

MONTREAL, March 30, 1883.

TORRANCE, DOHERTY, RAINVILLE, JJ.

[From C.C., Beauharnois.

HEBERT v. LA CORPORATION DE LA PAROISSE DE STE. MARTINE.

Municipal Corporation—Neglect to protect a dangerous part of the highway by a railing.

This was an action of damages to recover the value of a horse alleged to have been drowned through the negligence of the municipality in not having a proper railing in a dangerous part of the highway. The action was dismissed.

TORRANCE, J. The Municipal Code, Art. 788, required the corporation to put railings or *garde-fous* in dangerous places. The evidence appeared to be strong in the case that the place was a dangerous one. Eustache Bergevin says so. He was mayor. George Brault said that it was usual to put a *garde-fou* at such a place. Primeau said it would have been better to have had a *garde-fou*. Ulric Martin said it was a dangerous place to upset in at night, and that it would be better to have a *garde-fou* there. Elie Cimon and Théophile Doré said the same