

aid mentioned in the plaintiff's declaration, associated themselves together at Montreal in January, 1877, for the purpose of tendering for the execution of certain public works at the mouth of the St. Charles River, in the Harbor of Quebec; that they did so tender for said work, and also made a supplementary tender for the same work, and it was contemplated by them, understood and agreed that they should be jointly interested not only in the profits of the entire work, but in such portion of it as could be secured, either directly or by sub-contract;

"And considering that the respondents afterwards, in violation of their obligations and in fraud of the rights of the appellant, procured the contract for the execution of a large proportion of said works, in conjunction with one Simon Peters, of the City of Quebec, contractor, in the profits of which the appellant has a right to participate as regards the respondents;

"And considering that the respondents, after they had secured, in conjunction with the said Peters, the contract for the construction of a large proportion of said works, offered the appellant and the said Angus P. McDonald a share in said contract, which they agreed to accept, but the respondents afterwards refused to fulfil their said offer;

"And considering that it is proved that said contract so secured by respondents was of great value, and that the appellant is entitled to one-fourth of the profits of said contract, which respondents have refused to allow him;

"And considering that the appellant by reason of the premises has suffered damage to the amount of \$2,500;

"And considering that there is error in the judgment rendered by the Superior Court on the 30th day of September, 1878;

"This Court doth reverse and cancel the said judgment of the 30th September, 1878, and proceeding to render the judgment which the said Superior Court should have rendered, doth condemn the respondents to pay to the appellant the said sum of \$2,500 as and for his damages in the premises, with interest from this date, and the costs as well those incurred in the court below as on the present appeal."

Judgment reversed.

Girouard & Co. for appellant.

Bethune & Bethune for respondent.

RECENT U. S. DECISIONS.

Common Carrier—Rights of Express Companies on Railroads.—A railroad company cannot, directly or indirectly, trammel or destroy express enterprises by excluding express companies from its lines, or fettering them with unjust regulations or unfair discriminations. Nor can it assume to itself the exclusive right of carrying on the express business over its own lines.—*Southern Express Co. v. Louisville & Nashville R.R. Co.*, Tennessee, Western District, Nov., 1880.

Crim. Con.—Damages.—Damages for criminal conversation with plaintiff's wife may be mitigated by proof of her consent. Whether she yielded only to importunity or threw herself in the way of her paramour is material.—*Ferguson v. Smethers*, Supreme Court, Indiana, Nov. 24, 1880.

GENERAL NOTES.

Mr. Justice Strong, at the age of 72, has retired from the bench of the Supreme Court of the United States. Judge Strong first served ten years as Chief Justice of Pennsylvania, and subsequently ten years in the U.S. Supreme Court. He is now entitled to his salary of \$10,000 per annum for life.

The *London Law Journal* says: "The other day a learned gentleman of somewhat persistent eloquence, who was employed in an appeal against a decision of Vice-Chancellor Malins, informed the Court of Appeal that in the argument below the Vice-Chancellor 'stopped' him. 'Indeed!' said the Master of the Rolls; 'how did the Vice-Chancellor ever manage that?'"

The *Central Law Journal*, referring to the rights of check-holders and payees of unaccepted drafts, says: "The courts of the United States, England, Massachusetts, Pennsylvania, Louisiana, and New York maintain that the holder of neither of these instruments can sue the drawee before acceptance, while the courts of South Carolina, Illinois, Iowa, Kentucky, and Missouri hold that check-holders can maintain such suit against the bank or banker, whether the amount of the check is the whole or a part of the sum on deposit in favor of the drawer."

William Wait, a law writer of note, died of consumption at his residence in Johnstown, N.Y., Dec. 29. Mr. Wait is the author of several works of importance, including "Wait's Law and Practice," a "Digest of the New York Reports," "Supreme Court Practice," and lastly, "Actions and Defences," in seven volumes, a work which, it is said, has had an immense sale in every State in the Union. In the preparation of these voluminous works, the author overtaxed his powers and contracted the disease which has cut short his days. He leaves a fortune of \$100,000 derived from the sale of his books.