

In Justices Torrance and Ramsay our readers lose two valued contributors. Judge Ramsay, as many of our readers are already aware, was the author of the numerous articles signed "R.", which for years past have appeared in the *Legal News*. When these contributions began there was a question as to the form in which they should appear. Written as they usually were at his retreat at St. Hugues, without opportunity for previous communication with the editor, there was at times too great a divergence of opinion on the questions treated, to admit of their insertion editorially as originally contemplated. On the other hand, there were obvious objections to a parade of personality by a judge holding a high office. A middle course was suggested by us—that the articles should bear a signature which would indicate them as the contributions of a particular writer. Mr. Justice Ramsay, with his wonted straightforwardness, immediately accepted this suggestion, and adopted the initial of his own name. His style was quickly recognized, and he himself never made any secret of the thinly veiled authorship. Judge Torrance did not write for the journal, but he has been in the habit for years past of sending us cuttings of such things in his newspaper readings as he deemed worthy of notice or preservation.

The government, on the eve of a doubtful general election, have a delicate duty to perform in filling three vacancies among the English-speaking judges,—for we regret to say that Mr. Justice Buchanan's health having compelled his retirement, there is a third vacancy on the bench. Every well wisher of his country must pray that our rulers may be guided by a wisdom superior to their own in this difficult and responsible duty. If they fail—if they show that the public interest is subordinate to any other consideration—it is not improbable that punishment will speedily follow. Their course at this moment is anxiously watched by thousands of intelligent and independent electors, and a step in the wrong direction may change the result of a general election. The appointments must, of course, be made immediately.

## SUPREME COURT OF CANADA.

EXCHEQUER.]

BERLINQUET V. THE QUEEN.

*Petition of right—Intercolonial Railway contract—31 Vic. ch. 13, s. 18—Certificate of engineer—Condition precedent to recover money for extra work—Forfeiture and penalty clauses.*

The suppliants engaged by contracts under seal dated 25th May, 1870, with the Intercolonial Railway Commissioners (authorised by 31 Vic. ch. 13) to build, construct and complete sections three and six of the said railway, for a lump sum for section 3 of \$462,444, and for section 6, for a lump sum of \$456,946.23.

The contract provided *inter alia*, 1. that it should be distinctly understood, intended and agreed that the said lump sums should be the price of, and be held to be full compensation for all works embraced in or contemplated by the said contracts, or which might be required in virtue of any of its provisions, or by law, and the contractors should not, upon any pretext whatever, be entitled, by reason of any change, alteration or addition made in or to such works, or in the said plans or specifications, or by reason of the exercise of any of the powers vested in the Governor in Council by the said Act intitled, 'An Act respecting the construction of the Intercolonial Railway,' or in the Commissioners or engineer by the said contract or by law, to claim or demand any further sum for extra work, or as damages or otherwise, the contractors thereby expressly waiving and abandoning all and every such claim or pretension, to all intents and purposes whatsoever, except as provided in the fourth section of the said contract, relating to alteration in the grade or line of location; and that the said contract and the said specification should be in all respects subject to the provisions of 31 Vic. ch. 13. That the works embraced in the contracts should be fully and entirely completed in every particular, and given up under final certificates, and to the satisfaction of the commissioners and engineer, on the 1st of July, 1871, (time being declared to be material and of the