The Legal News.

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EX PARTE ANNOUNCEMENTS.

There is always some satisfaction in finding ourselves sustained by authority, and we are now able to quote the ruling of a learned body like the Supreme Court of Massachusetts in support of the remarks made on p. 9, condemnatory of *ex parte* publications. An action of libel was brought against the Boston *Herald*, for publishing a petition for the disbarment of the plaintiff, Cowley, before hearing. The case was dismissed by the lower court, on the ground that the publication was privileged, but the Supreme Court has set this decision aside. The following is an extract from the judgment in appeal:—"It is desirable that the trial of causes should take place under the public eye, not because the controversies of one citizen with another are of public concern, but because it is of the highest moment that those who administer justice should always act under the sense of public responsibility, and that every citizen should be able to satisfy himself with his own eyes as to the mode in which a public duty is performed. If these are not the only grounds upon which fair reports of judicial proceedings are privileged, all will agree that they are not the least important ones. And it is clear that they have no application whatever to the contents of preliminary written statements of a claim or charge. They do not constitute a proceeding in open court. Knowledge of them throws no light upon the administration of justice. Both form and contents depend wholly on the will of a private individual, who may not be even an officer of the court. It would be carrying privilege further than we feel prepared to carry it, to say that by the easy means of entitling and filing it in a cause a sufficient foundation might be laid for scattering any libel broadcast with impunity, and we waive consideration of the tendency of a publication like the present to create prejudice, and interfere with a fair trial."

DOUTRE v. THE QUEEN.

On the 12th instant judgment was rendered in this case by the Judicial Committee of the Privy Council, affirming the judgment of the Supreme Court of Canada, which affirmed that of the Exchequer Court. The claim of Mr. Doutre against the Dominion Government for services as counsel before the Fisheries Commission is thus sustained. (3 L. N. 297; 4 L. N. 18, 34; 5 L. N. 153.)

JUDICIAL STYLE.

The House of Lords, which characterized our Civil Code as "voluminous" (3 L. N. 369), does not err on the side of brevity in its judicial decisions. The *Albany Law Journal* says: "The only time when we contemplate the capabilities of dynamite with any approval is when we are condemned to read the long, rambling, slipshod, tautological, cumulative opinions of three or four law lords, which are supposed to set the law for Great Britain." The reproach is not undeserved, and might be avoided if their lordships would take the trouble to reduce their opinions to writing, either before or after delivery, as the opinions of a high court of appeal should be.

In connection with this subject we notice that the *American Law Review* does us the honor to print the observations we made at p. 109, but appears to imply that we were commending brevity *per se*. It is unnecessary to say that this is a misapprehension. Brevity is a relative quality: a judgment must be considered in relation to the matter treated. "It is one thing," says Bacon, "to abbreviate by contracting, another by cutting off." We have referred to this subject more fully on other occasions, and if the short paragraph on p. 109 was obscure it would itself be an illustration of a common fault of brevity. We had previously been reading about some judgments of extraordinary prolixity, and our remarks conveyed the impression of the moment. Our contemporary suggests that "it would be well if opinions could be filed *in extenso* for the purpose of satisfying the parties, and afterwards rewritten and condensed for the purpose of publication." This, of course, is not possible under ordinary circumstances, and judges

must be left to aim at the golden mean between incompleteness and redundancy. It must be admitted that the written opinions of the United States judiciary are not commonly chargeable with either fault.

THE ENO CASE.

Mr. Justice Caron has given judgment, as was expected, adversely to the extradition of Eno. This person's operations were conducted on a gigantic scale, but his crime no more fell within the Ashburton Treaty than those of hundreds whose depredations were less important, and who have found a safe refuge on this side of the line. The learned judge had no difficulty in deciding that Eno was not guilty of forgery within the scope of the Treaty, and the prisoner was therefore set at liberty.

On the subject of extradition the N. Y. *Evening Post* has the following remarks:—

"The difficulty with the reformation of the law hitherto has been a curious one. We have a better treaty with every leading continental power, notwithstanding the difference of race, language, and religion, than we have with England. And why? Chiefly because international distrust and suspicion have been repeatedly aroused by attempts at sharp practice in the extradition of criminals and in the construction of the treaty. In this we have been chiefly to blame. There was no excuse for an attempt made in Gen. Grant's time to establish the extraordinary doctrine that a fugitive might be extradited for one crime and then tried for another, and the result of this—the passage of the English extradition act of 1870, forbidding the surrender of criminals unless a pledge was given that they should be tried only for the extradition crime—was simply a proof of the international distrust excited by our behaviour. The fourteen years which have elapsed since the passage of that act has been a period rich in the production of enlightened extradition treaties, covering various sorts of breaches of trust, with countries far less advanced than England. With the republics of Salvador, of Nicaragua and Peru, with the Orange Free State, Ecuador, Belgium, Spain, and even Turkey—few of them countries likely to be attractive as an asylum for American swindlers — we have had no difficulty in making treaties which cover other pecuniary crimes than forgery; and in all the European treaties a clause forbidding the trial of the person surrendered for any crime committed prior to that for which he is given up is to be found—a fact which shows that we have abandoned the very point which led to the passage of the hostile Extradition Act by England. The passage of the Extradition Act, however, was resented by General Grant's administration as an indication of a distrust on the part of England of our good faith, and it almost led to a stoppage of all extradition proceedings under the treaty. Fourteen years have elapsed, and a new attempt to evade the provisions of the treaty has been made from our side of the border, and once more it has been demonstrated that our extradition treaty sets a premium upon crime."

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, May 31, 1884.

Before DORION, C. J., MONK, CROSS, BABY, JJ.

LEFEBVRE (defendant below) Appellant, and THE HOCHELAGA MUTUAL FIRE INS. CO. (plaintiff below) Respondent.

Mutual Insurance Company—Cash Premium System—Extra Assessment.

Held:—Confirming the judgment of the Superior Court, Montreal, (reported in 6 L. N. p. 236), That a person insured for a cash premium under S. 35 of 40 Vict., ch. 72, is a member of a mutual insurance company and liable as such for an extra assessment, not exceeding $2 on every $400 of his insurance, for each loss that occurs while he is such member, provided the deposit notes are insufficient to pay such losses. Held, also (reforming in this respect the judgment of the Superior Court), That although fees due appellant as Director could not be set up in compensation against such extra assessments, yet as the company and liquidators had agreed to allow such fees in reduction thereof, the appellant ought not to be condemned for more than respondents had agreed to accept.

The important point decided in this case, was whether a person insured on what was called the cash or stock plan under Sec. 35 of 40 Vict. chap. 72, was liable for extra assessments under Sec. 24 of C. S. L. C. c. 68.

The appellant in his factum urged that his cash premium was final. That the power to take cash premiums was inconsistent with the mutual principle and characteristic of the stock plan. He cited in support, Flanders on Insurance, p. 17, and judgments of Hon. Justices Gill and Loranger. He also cited the evidence of Mr. Grant, the Manager, and of Fitzgerald, the Secretary of the Company, to show that by general understanding no such extra liability existed. "Personne," said appellant, "ne songeait, disent MM. Grant "et Fitzgerald, à cette répartition extraor- "dinaire de $2 par $400 assurés, dont il n'a "été question pour la première fois qu'après "la mise de la compagnie en liquidation. "Personne ne songeait même qu'il y eût une "telle disposition dans la loi."

The appellant also invoked the fact that a special form of policy was printed for these cash cases, and also a By-law of the company declaring that the liability of persons insured was limited to the amount of their deposit notes. Also, that in no case could more than one extra assessment of $2 on every $400 insured be made under Sec. 24 of chap. 68 C. S. L. C., and that the circumstances did not even justify this one.

The respondent replied, that appellant was a member of a mutual company and as such liable as other members for the extra assessments; that the By-law invoked was contrary to the Statute and void; that members could not avoid their liability by showing that they or those connected with the company considered it different from what the law imposed. That unless an extra assessment for each fire was intended by Sec. 24 of chap. 68 C. S. L. C., there would be no one insured and no company after the first extra assessment had been made. That the six fires on each of which an extra assessment was demanded from appellant, could not be paid otherwise than by extra assessments. The appellant cited 40 Vict., chap. 72, Sec. 1, 3, 6, 7, 8, 38; May on Insurance, Sec. 146 and 548; Brice, *Ultra Vires* pp. 7, 38, 598, 745, 746; 1 L. N. 450; Thompson, Liability of Shareholders, p. 170 and par. 386.

The judgment of the Court of Appeal maintained respondent's claim for extra assessments and is as follows:—

"The Court, etc.

"Considering that under section 24 of chap. 68 of the Consolidated Statutes of Lower Canada, each member of a mutual insurance company incorporated under the provisions of the said Act is liable, in addition to the amount of the deposit note made by him, to pay a sum not exceeding $2 on every $400 for which he is insured, to meet the loss occasioned by fire at the same time, if the amount of the deposit notes be insufficient to pay such loss; and also a sum not exceeding $2 on every $400 for which he is insured for any loss occasioned by any one fire occurring after the amount of the deposit notes has been exhausted;

"And considering that by the Act 40 Victoria, chap. 72, sect. 35 (Quebec), the company respondent was authorized to collect from its members premiums in cash for insurances for terms not exceeding one year in lieu of deposit notes, the rights and liabilities of such members remaining in other respects the same as those of other members of the company;

"And considering that it appears by the evidence in this cause, that the appellant was insured in the said company under policy No. 386 for $1,100, under policy No. 504 for $4,000, and under policy 918 for $1,500, periods not exceeding one year;

"And considering that the cash premiums by him paid on the said policy, and the deposit notes of the other members of the company have been exhausted by previous losses, and that the appellant has become liable to an assessment not exceeding $2 on every $400 of the amount of his said policies, for the losses which have occurred by each fire pending the said policies, and that the sums for which the appellant should have been so assessed amount to $125.18;

"And considering that the appellant is entitled to a sum of $81.25 for services as a director of the company, which sum the directors and the liquidators of the company have agreed to deduct from the amount due by the said appellant;

"And considering that deducting from the sum of $139.70 for which judgment was rendered by the Court below, the said sum of $81.25, and the further sum of $14.52 for which the respondent has filed a *désistement* since this appeal has been instituted, there remains a balance of $43.93 which is still due by the said appellant to the said company respondent;

"And considering that there is error in the judgment rendered by the Superior Court sitting at Montreal on the 5th of July, 1883;

"This Court doth reform the said judgment, and proceeding to render the judgment which should have been rendered, doth condemn the said appellant to pay to the respondent the said sum of $43.93, with interest at the rate of seven per cent. from the 6th of April, 1881, and costs of suit as in a case in the Circuit Court under $50, and doth condemn the respondent to pay to the appellant the costs of the present appeal."

Judgment reformed. *

Pagnuelo & St. Jean for the appellant.

Trenholme, Taylor & Dickson for the respondent.

* The right of the company to impose an extra assessment under s. 24 of chap. 68 C.S.L.C. for each fire in cases of insurance on the deposit note system was also maintained in appeal by the judgments in two other cases rendered the same day, viz., that of *McMillan & Hochelaga Insurance Company*, and of *Craig & Hochelaga Insurance Company*, in face of same proof as to existence of the by-laws, etc.

SUPERIOR COURT.

MONTREAL, June 30, 1884.

Before LORANGER, J.

McGIBBON et al. v. BRAND, and DRURY et al., T. S.

Bet—C.C.1928—Horse Race.

A judgment creditor has the right to seize in the hands of third parties the amount of bets which they have lost to the defendant on a horse race, and which they are ready and willing to pay.

The plaintiffs were judgment creditors of R. H. Brand. Brand made certain bets with the garnishees on the result of the English Epsom Derby, which he won. The plaintiffs attached the amounts so due, and the garnishees declared in Court that they owed the money and intended to pay the bets.

R. D. McGibbon, for plaintiffs, inscribed for judgment on the declaration of the garnishees.

N. Driscoll, for defendant, submitted that in virtue of C.C. 1927 the Court could not give judgment.

PER CURIAM. "Considérant qu' aux termes de l'article 1928 C.C. le déni d'action pour le recouvrement de deniers réclamés en vertu d'un pari, est sujet à l'exception à l'égard des courses à cheval ou à pied et autres jeux licites qui tiennent à l'adresse et à l'exercice du corps; que le contrat intervenu entre les tiers-saisis et le défendeur n'est point illégal et peut faire l'objet d'une action en justice;

"Considérant que les tiers-saisis reconnaissent la validité du dit contrat et se déclarent prêts à payer au défendeur le montant du pari qu'ils ont fait avec lui;

* * * * * *

"Déclare l'arrêt ainsi pratiqué bon et valable," etc.

Judgment for plaintiffs.

Girouard & McGibbon for plaintiffs.

N. Driscoll for defendant.

POLICE COURT.

MONTREAL, July 3, 1884.

Before DUGAS, Police Magistrate.

REGINA *v.* ALEXANDER BUNTIN.

Banking Act—Director of Bank giving himself an undue preference.

Police Magistrate Dugas, in giving his decision in the case of Mr. Alexander Buntin, charged with illegally drawing the sum of $10,000 from the Exchange Bank, of which he was a director, after its suspension, and of conspiracy with the late president to obtain an undue preference, made the following observations:—

The present prosecution is taken under the Banks and Banking Act of 34 Vict., chap. 5, sec. 61, which reads as follows:—"If any president, vice-president, director, principal partner *en commandite*, manager, cashier, or other officer of the bank wilfully gives, or concurs in giving any creditor of the bank any fraudulent, undue or unfair preference over other creditors, by giving security to such creditor, or by chang-

ing the nature of his claim, or otherwise howsoever, he shall be guilty of misdemeanour, and shall further be responsible for all damages sustained by any party by such preference." The prosecutor, Mr. Adolphe Davis *alias* David, railway superintendent, alleges and proves: that on the 15th day of September, 1883, and for a long time previous, he was, as still he is, a creditor of the Exchange Bank of Canada, in the sum of $17,767.14, being the amount standing to his credit as a depositor in the said bank; that on that day the said bank suspended payment by a resolution of the board of its directors reading as follows: "Present, A. W. Ogilvie, A. Buntin, H. Bulmer and T. Craig.

"On account of the numerous demands made on the bank for deposits, and the low state of the finances, that is the ready funds, and the inability of stemming the steady withdrawals, it was decided to suspend payment on Monday, the 17th September instant, and to give formal notice of the same to the banks.

(Signed) "A. W. OGILVIE,
"Vice-President."

It is further proven that since the 8th day of February, 1882, to the 5th day of December, 1883, Mr. Alexander Buntin, the accused, was one of the directors of the said bank, and acted as such; that at the date of the suspension of payment by the said bank, the said Alexander Buntin was a creditor thereof in the sum of $13,796.36, being the amount standing to his credit as a depositor in the said bank; that on the 18th day of the said month of September the said Alexander Buntin made his cheque or order to the amount of $8,000 upon the said bank, and presented the same on the day following at the counter of the said bank, when upon the order of the then president of the said bank, T. Craig, he received $3,000 in specie, paid out of the ready cash of the said bank, and a cheque signed by said T. Craig, as president thereof, for the sum of $5,000, upon the Quebec Bank, where, since its suspension, the said Exchange Bank had a standing account in deposits; that on the 28th day of the said month of September the said Alexander Buntin was paid in a further sum of $2,000 out of the funds of the said bank, by receiving another cheque signed by the said T. Craig as such president, upon the said Quebec Bank, which two cheques were duly cashed by this last bank.

It is also established that the said bank did in fact become insolvent, under the terms of the law, and commenced to wind up on the 15th day of December, 1883, that is, ninety days after it had suspended payment. At this last date the amounts deposited in the said Exchange Bank represented in the aggregate over one million of dollars. From the date of the suspension of payment to the date of the commencement of the winding up, about $100,000 was paid to depositors. Mr. Rogers, the then paying teller of the bank, says that on the 19th day of September the bank was not paying the cheques of its depositors, and had not paid any unless ordered specially by the president, Mr. Craig. He was told, he says, to pay Mr. Buntin's cheque of $8,000 by Mr. Craig.

At that time the funds of the bank were not even sufficient to redeem its circulation as it was presented, but could only redeem small amounts.

These are in short the uncontradicted facts elicited from the witnesses of the prosecution, and upon which it is averred that Mr. Alexander Buntin, then being a director of the said Exchange Bank, did on the 19th and 28th days of September last (1883), concur with the then president of the bank, T. Craig, in giving to one of his creditors, that is to say to himself, an undue and unfair preference over the other creditors of the bank.

By the cross-examination of the witnesses the defence has established: that at the time of the suspension of payment the employees of the bank thought generally that it would meet all its liabilities, as by a statement made at that time it showed a surplus of about $19,000; that Mr. Buntin himself was so confident of the solvency of the bank that even after suspension he ordered his broker to buy some of its stock in addition to the large number of shares he already had; that even after suspension the stock of the bank was fairly rated; lastly, that he refunded the $10,000 after having been sued by the liquidators to recover that amount, all of which acts were adduced to establish a presump-

tion of good faith on the part of Mr. Buntin at the time he was so paid. I may here say that I do not believe that it is within the scope of the magistrate presiding at a preliminary investigation to take into consideration the more or less good faith which the perpetrator of an offence may be presumed to have had at the time he committed it. Those are facts for the jury to appreciate, as it is for the judge, passing sentence, to consider any other act of a guilty party which may tend to mitigate his offence,—as in this instance, for example, the refunding of the money. I have permitted this proof to be made, as it establishes facts to a certain extent connected with the case, and on account of the large latitude which is always given to an accused party to put himself in the best light possible before the courts and the public. But, as I have said, I cannot here enter into the consideration of those facts, the only question for me being to find whether section 61 of the act above stated has been violated.

It has been argued on the part of the defence that the fact of a suspension of payment did not constitute the Exchange Bank insolvent, as according to section 57 of the Banks and Banking Act such a suspension of payment must be continued during 90 days in order to submit it to the operation of the law in that behalf. That therefore, as by sections 134 of the Insolvent Act of 1875 and 75 of the Act concerning insolvent banks, it is declared in about the same terms, that every payment made by a person or company unable to fulfil its engagements, within 30 days next preceding the insolvency, to a person knowing or having probable cause to know such inability to exist is void, etc. From which it is inferred that the payment to Mr. Buntin of his two cheques before the 30 days preceding the insolvency of the bank was legal, and that therefore he cannot be accused of having violated section 61.

If I understand well the spirit of those two sections they do not go further than to make absolutely void payments made under such circumstances. Surely they do not annihilate the general principle founded upon simple justice and equity, which has always given redress against a wrong-doer. That for the purpose of preventing lawsuits and giving to trade the steadiness it requires, such a limitation should exist in the statutes, this can be easily understood. But the interpretation to be given to those dispositions of the law, which are a derogation to the common law, should be limited to its narrowest sense. And therefore when to the knowledge of insolvency, or to its intimation, are to be added facts which justice, law or equity reprove, I believe that there can be no doubt that the general rule can be still applied.

"Although the period of thirty days before insolvency, etc., is given," says Mr. Wotherspoon in his book on the Insolvent Act of 1875, "in this section as the time in which a payment made by a debtor unable to meet his engagements to a person cognizant thereof, would be void, there can be little doubt that, under the English authorities, *preferential payments* made before that time may be held void as being against the spirit of and a fraud upon the act. It has been held that if a party voluntarily make a payment by which the equal distribution of his property in bankruptcy will be defeated, such payment is a fraudulent preference. (See *Marshall* v. *Lamb*, 5 Q.B. 115, 7 Jur. 850.) And I believe this is the only true and sound doctrine. It protects all creditors alike and disapproves preferences, more so when it appears that both creditor and debtor did combine together for that purpose.

In this instance, it must be remembered that Mr. Buntin was at the same time a director and creditor of the bank. That as such director he had access to the books and was in a better position than any outsider to know the exact standing of the assets and liabilities of the bank; that it was his duty conjointly with his colleagues to see to its good management; that if he did not know the financial condition of the bank he at all events had been named on the board to know it, and no one but himself could be blamed if he did not take the means therefor. And if it is true as Mr. Campbell, one of the liquidators, mentions, (and there is no reason to say that it is not) that the bank had been insolvent for a long time previous to the 15th of September, he as such director should have had a knowledge of it; if not, he surely had a sufficient

hint of it when conjointly with his co-directors he found himself under the obligation of sustaining a resolution suspending payments generally. That resolution applied to all creditors alike. It did not, and could not, contain exceptions. And the moment it was passed no one concerned in the management of the affairs of the bank had the right to dispose of its funds contrary to its dispositions, that is, to pay withdrawals. It was, therefore, wrong, illegal, and unjust. The doors of the bank were shut to depositors generally, they should have been to Mr. Buntin also as such; and the moment he took advantage of his position as a director of the bank to persuade or influence, as may be fairly presumed, one of its employees to aid him in being paid in whole or in part his claim, and this against the order of the board of which he was a member, and contrary to the right and interests of the rest of the creditors, he committed a wrongful and illegal act, which, coupled with his cognizance of the difficulties of the bank, debarred him of the protection given to ordinary creditors when paid in ordinary circumstances before the thirty days. And this the accused so well understood, that he refunded the $10,000 by him drawn when sued by the liquidators. Therefore, the pretension that the payment was legal is not sustainable, and cannot be accepted as an argument in favour of the accused.

But even if the payment had been legal the accused would still be attainable by section 61; for let it be remembered this section is only directed against presidents, directors and other functionaries of banks. Because the position of a paid-up or favoured creditor would, perhaps, in some instances, be legal, it does not follow that under that clause the president, director or other functionary of a bank who grants or concurs in giving such a favour is also legal. The section does not mention only fraudulent preferences, but also *undue* and *unfair* ones. Having been invested with great powers, and having in their hands, and to a certain extent, at their discretion the fortunes of citizens who have put their confidence in them, the law wants those functionaries to treat them all alike with the same fairness and justice. In this case it is proven that depositors representing in the aggregate one million of dollars did not and could not receive a cent since the date of suspension, whilst some more favoured ones including the present accused, received in the aggregate somewhere about $100,000, by what right and under what authority I fail to see. Is that just, is that fair towards the other creditors? Certainly not. It is such injustices and preferences which section 61 is intended to prevent, by submitting the perpetrators thereof to punishment. The evidence here leaves no doubt as to the fact that Mr. Buntin was paid contrary to the terms of the resolution, in the sum of $10,000, to the detriment of others who had an equal right, and that he being then a director of the said bank, and having had to obtain the consent of the president of the bank to obtain such payment, he did, on the 19th and 28th days of September, 1883, concur in giving to himself as such creditor an undue and unfair preference over the other creditors of the said bank; wherefore it becomes my duty to order that the said Alexander Buntin stand his trial upon such accusation at the next term of the Court of Queen's Bench.

J. N. Greenshields and *T. Brosseau* for the complainant, A. Davis.

Strachan Bethune, Q. C., and *C. A. Geoffrion* for the defendant.

EXECUTIONS IN ENGLAND AND WALES.

A return has recently been prepared and presented to Parliament of the persons who were sentenced to death for murder in England and Wales for the three years ending the 31st Dec., 1883, in continuation of a former return. A perusal of this black list seems to show that the annual number of murders in England and Wales of which the perpetrators are brought to justice, remains at a pretty constant figure, as the number in 1881 was 24; in 1882, 22; in 1883, 23. The list includes the names of Lefroy, Mapleton, Lamson and O'Donnell, with those of less notorious characters, and in only two instances, curiously enough, is the case specified to have been one of infanticide. This is no doubt accounted for by the fact that out of

the sixty-nine convicted, with regard to whom the particulars are here stated, only seven, or a proportion of one in ten, were women. This seems to be an exceptionally small proportion, especially when it is further stated that out of these seven only one was executed. Again, looking at the figures from another point of view, it is rather remarkable how young the criminals in most of these cases were.

In the case of the seven women the average age was only twenty-four and a half, the oldest being thirty-six and the youngest no more than fourteen. The sixty-two men who were convicted averaged only a fraction over thirty-three, the oldest being seventy and the youngest seventeen. To go a little farther into details, three were under twenty, twenty-seven between twenty and thirty, seventeen between thirty and forty, seven between forty and fifty, six between fifty and sixty, one sixty-five and one seventy. From twenty to forty is thus evidently the murderous age, the crime being probably in most cases prompted by heat of temper. The figures may be read as showing either that older men do not give way to criminal instincts so readily as young ones, or else that they are more successful in taking precautions against discovery. Probably some weight is to be ascribed to each of these positions. As the entire return relates to the period during which the present Home Secretary has held office, there is no opportunity of comparing the merciful tendencies of different occupants of that office, but it appears that of the sixty-two male convicts thirty-eight have been executed, seventeen sent to penal servitude for life, and seven removed to Broadmoor. One man who is stated by some misprint to have been both executed and removed to Broadmoor, is classed under the latter heading. No instance of a pardon is recorded, and in only one instance of commutation was the sentence for less than penal servitude for life, the exception being in the case of one female who was let off with ten years. These figures present a striking contrast to those who which would be supplied by a similar return from the kingdom of Italy, where the execution of a soldier for numerous cold-blooded murders has just been condemned in the strongest language by the extreme press as a thing unheard of.—*Law Times.*

STOCK-GAMBLING.

The *Albany Law Journal* says, with emphasis (and as we have a Wall street in Montreal, the quotation is pertinent): "We would gladly see Wall street and all that therein is, sunk in its neighboring Hell-gate. It is never of any benefit to the community, frequently of the greatest detriment. There used to be laws against stock-gambling, but they were repealed in the interest of the gamblers. We make a great fuss about lotteries and gambling saloons, but Wall street is as much worse as it is possible to conceive. Nearly every dollar made there is at the expense of some one else who has nothing to show for it; the country is kept in an uproar, and the citizens are encouraged in the neglect of honest and productive labor. Why not re-enact and enforce the laws against stock-gambling? The best kind of 'put' for these stock-gamblers would be to 'put' them in prison, and thus the community would stand some chance of getting an honest and productive day's work out of them now and then. The dangers of stock-gambling are encroaching on legitimate branches of commerce, and the time is not far distant when there will be 'exchanges' in nearly every article of trade, and the noise of the 'ticker' will suppress the voice of conscience all over the land."

GENERAL NOTES.

The magnetic girl has come into court. The *Weekly Law Bulletin* (Columbus, O.) says: "*Harris* v. *Cummins* is the title of a suit brought last week in the Common Pleas Court of Hamilton County, in which $1,000 is claimed as damages. The plaintiff is the proprietor of the 'Harris Museum' of Cincinnati, and the defendant the manager of Mattie Lee Price, the so-called electro-magnetic girl. The plaintiff claims that he was deceived by the representations of the manager that the girl possessed electro-magnetic qualities."

The will of the late Mr. J. P. Benjamin, Q.C., was proved June 30, the personal estate being sworn at £60,000. It, is entirely in the testator's handwriting, and is so clear that there does not seem to be any apprehension of difficulty in connection with it.