THE

LEGAL NEWS,

EDITED

BY

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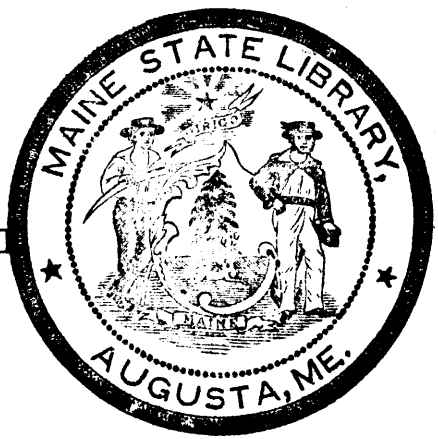

VOL. VI

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TABLE OF CASES

REPORTED, NOTED, AND DIGESTED

IN VOL. VII.

ERRATA.

P. 60.—In foot note, "1883" should be "1884."
P. 78.—Insert "*Before* Torrance, J." over report of *Baxter* v. *Martin*.
P. 172.—In head note, for "claim" read "clause."
P. 178.—*Dele* "Dorion, C. J." in *Choquette & Hébert*.
P. 311.—Line 3, column 1, for "confirmed" read "reversed."
P. 388.—Line 12, column 2, for "Com." read "Law."

The Legal News.

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HUSBAND AND WIFE.

The female spider, when her consort ceases to be agreeable to her in other ways, eats him. In human societies the process is sometimes reversed, either literally or figuratively according to the stage of civilization in which the event occurs. But wives are now obtaining greater privileges, and one of the consequences of the Married Women's Property Act in England has been a judicial decision, that a wife with a house of her own can turn her husband out of it and obtain the aid of the Court to keep him out. (See 6 L. N. 268). That case is now before the House of Lords. The same question has come up in Pennsylvania, in *Commonwealth* v. *Springer*, in which the sole question was, can a wife exclude her husband from the right to eat at her table, ride in her carriage, and sleep in her bed? The court said: "While the relation of husband and wife continues in its normal condition, and there is no rupture of those relations or separation between the parties, it is admitted the husband possesses all those privileges. However unwilling he may be to consent to such a summary divorce from his wife's bed and board, and the comforts of her society and enjoyment of her property, we can see no way to insure to him those rights and comforts by force. The right may exist, but the remedy is by making himself agreeable to her rather than by resorting to force and arms. He perhaps may use actual force as between him and her so long as he does not injure her person, destroy her property, or break the public peace. The latter is of paramount importance, and must be preserved regardless of the consequences to mere private rights. The difficulty here presented did not exist at common law; it has grown out of the Married Woman's Act. If she is strong enough to turn her husband out of her house, or after he has voluntarily left it, if she can successfully bar the doors against him so securely as to require actual force and a breach of the public peace to effect an entrance, I am inclined to the opinion that his only remedy is to seek another home, invite her to share it with him, and upon refusal subject her to the pains and penalties of willful desertion. In such case he could either refuse to contribute to her support, and preserve his right of curtesy in her estate by denying her a lawful divorce, or if he desired it, he could successfully break the bonds of matrimony and seek a more congenial wife. In *Commonwealth* v. *McGolrick*, 1 Del. Co. Rep. 446, we held the husband to keep the peace in a somewhat similar case. To attempt to break into her house by force would result in forcible resistance by her, her friends, mercenaries and coadjutors. No personal valor of his could overcome such troops. This would require an accumulation of additional forces, munitions, and muniments of war upon his part, ending in riot and bloodshed requiring peradventure the interference of the militia, army and navy of the Commonwealth. The dreadful consequences of matrimonial infelicity to the old city of Troy admonish us to nip the germ of strife in the bud by holding the husband to keep the peace and be of good behavior."

The remedy pointed out by the Court in the remarks quoted above agrees with our law, the Code having enacted (Art. 175) that "a wife is obliged to live with her husband, "and to follow him wherever he thinks fit to "reside." It is only when she has obtained a separation from bed and board that she has "the right of choosing for herself a domicile "other than that of her husband." (Art. 207).

THE N. Y. COURT OF APPEALS.

Evil days have come to the members of appellate courts. A voice is now heard, and lamentation, from the State of New York. The pet court, the unrivalled team, the champion seven, are vanquished. The *Albany Law Journal* says:—

"The Court of Appeals have failed to clear their calendar at the close of the year. The judges have labored with their accustomed devotion and fidelity, and have decided about the usual number of causes, say 530. But the appeals have increased, and there will be a *remanet* of probably 150, and these

with the new causes will probably swell the new calendar to 800 causes. This is a very serious event. This court has for twelve years been the only court in the United States that has kept up with its business. But at what a sacrifice of life and health! Judges Church, Peckham, Grover and Allen literally worked themselves to death, and other members of the court have seriously impaired their health in their hopeless undertaking."

A good many suggestions are made as to the mode in which relief is to be obtained. The one most favored seems to be the enlargement of the court so that all the judges need not sit at once, and in this way almost continuous sittings could be maintained.

PATENTS IN ENGLAND.

On the 1st of January a new patent act came into force in Great Britain, by which the system of obtaining patents is simplified, and a considerable reduction is effected in the cost. The expense of procuring a patent in England is now about the same as in the United States. Scotland, Ireland, Wales, and the Channel Islands are included in the protection. A valid patent cannot be obtained if the article to be patented has been introduced into the country, or copies of a United States patent have been open for general inspection in such a way that the public may be presumed to have knowledge of them, as in a reading room, library, etc., before application is made for the patent in England. Each application for a patent must be confined to one invention. No examination is made to determine ownership. The original declaration and provisional specification go to an examiner only to see that the invention is fairly described and correctly named. Patents are granted jointly to the inventor with others, but there must be a declaration from the inventor that he is the true and first inventor.

JUDICIAL INDEPENDENCE.

We can hardly credit a statement made by the New York *Evening Post*, and copied by the *Chicago Legal News*, that "a large proportion of the Judges hold railroad passes, and "have asked for them, or have, in other "words, incurred obligations to railroad "companies which ought to disqualify them, "but do not, for sitting on any railroad case, "and which the law ought to make a punishable and disgraceful offence."

If there be any truth in this, it is not so surprising that the entertainers of a distinguished English Judge should have applied for railroad passes in Canada. Here the Judges leave that sort of thing to city aldermen.

A DIFFERENT PICTURE.

A keen and disinterested observer who has passed five years in Canada, and has spent a good portion of the time in visiting the different sections of the country—we refer to the Marquis of Lorne—gives a very different account of the Dominion from that which we extracted recently from the pages of our sadly befogged contemporary, the *American Law Review*. In his address at the Royal Colonial Institute in London, the Marquis foreshadowed the fast approaching change of Imperial and Colonial relations in these terms:—

"These islands have 35 millions of people. Canada has now 5,000,000. Australia will soon have 4,000,000. Britain has for the small area she possesses greater resources in coal and other wealth, but it may be well for her to remember how little of the earth's surface she possesses in comparison with her children. (Hear, hear.) The area of Canada and of the Australian States is so vast, the fertility of their soil is so remarkable, the healthfulness of their climate is so well proved, and the rapid increase of their white population is so certain, that within the lifetime of the children of gentlemen here present their numbers will equal our own. In another century they must be greatly superior to us in men and material of wealth. (Hear, hear.) How foolish, therefore, will our successors in England deem us to have been if we do not meet to the fullest degree possible the wishes of these growing States."

We trust our good neighbour of St. Louis will come and see for himself, and even if he chooses the week of our winter carnival for his visit, we doubt not that he will have reason to revise his estimate of us.

AN INTEREST PUZZLE.

A correspondent writing from the District of Bedford, sends a note of a case, *Eaton* v. *Unwin et al.*, which he states has engaged the attention of nearly the whole Bar of that district, "and is somewhat analogous to the "celebrated 15 puzzle." The case evidently affords scope for some ingenuity in calculation. It would be interesting to have the precise words of the agreement.

THE BLACK CAP.

The origin of the black cap of our judges is involved in some obscurity. The "Athenian Oracle" describes black as the fittest emblem of the grief the mind is supposed to be clouded with upon occasions of outward mourning, and "as death is the privation of life, and black a privation of light, it is very probable this color has been chosen to denote sadness upon that account; and accordingly this color has for mourning been preferred by most people throughout Europe." The practice of the English Judges in putting on a black cap before they pronounce sentence of death upon a criminal is explained by some as having this general meaning of sorrow, with perhaps a remnant of ancient custom of covering the head as a token of grief. Thus "Haman hastened to his house, mourning, and having his head covered." (Esther vi. 12.) David, too, "wept as he went up, and had his head covered * * * and all the people that were with him covered every man his head, and they went up, weeping as they went up." (2 Samuel xv. 30.) Darius covered his head on hearing of the death of his queen, and Demosthenes when insulted by the populace did the same; while the mourners at ancient funerals drew their hoods over their heads. Hence, the black cap has a distinct symbolic meaning; the judge puts himself as it were into mourning for the person who becomes doomed at the act, as though he were already dead. This, though throwing considerable figurative signification around the act, scarcely explains how it became and continued so decided a feature of our legal procedure. Another explanation of the solemnity, if it does not contain the true origin of the custom, bears the impress of greater likelihood, the reasons of adoption being more definite. In early times the judges were, for the most part, ecclesiastics, and in spite of the church's prohibition that no one in holy orders should pronounce sentence of death, they were, by virtue of their judicial office, often called upon to do so. Hence, the judge, when the sentence of death had to be passed, laid aside his clerical character, and putting on his cap to cover the clerical tonsure, thus showed that he acted now in a civil capacity alone. The greater number of clerical judges made the custom more universal, and we do not hesitate to accept this as the reason why the act is observed to this day.—*Hatters' Gazette.*

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, November 30, 1883.

Before JOHNSON, TORRANCE, & RAINVILLE, JJ.

PINGAULT v. SYMMES.

Action for assault and battery—Plea in bar—Conviction.

A conviction before justices for an assault and battery may be pleaded in bar to an action for the recovery of damages for the same assault.

The inscription was from a judgment of the Superior Court, Sherbrooke, Plamondon, J., 12th September, 1883.

JOHNSON, J. This was an action of damages for an assault and battery committed by the defendant upon the plaintiff at Sherbrooke. The defendant pleaded among other things, that there had been a complaint made against him before a justice of the peace for the offence, and he had been convicted and fined $15, and costs, and had complied with the terms of the conviction. This plea was overruled by the Superior Court at Sherbrooke; and on the merits judgment was given against the defendant for $50, and the costs of the action. The defendant now brings the case here, and contends that the legal effect of his conviction before the magistrate was to release him from all further or other proceedings, civil or criminal, for the same cause. The case of *Marchessault* v. *Gregoire*, decided in this Court on

the 31st May, 1873, and reported in the 4th Rev. Leg. p. 541, lays down the law applicable to this case, and shows the distinction between the effect of a conviction for an assault and battery, and that of a conviction for certain aggravated assaults causing grievous bodily harm, or unlawful and malicious cuttings, stabbings, or woundings. In the latter cases the release only extends to further criminal proceedings: in the former to both civil and criminal proceedings. It was, however, suggested for the plaintiff, that the plea in bar set up by the defendant in the court at Sherbrooke was founded upon the 43rd section of the 32nd and 33rd Vict. c. 2, which said that in case of convictions for assault and battery a certificate that the offender had satisfied the conviction should release him from all further proceedings, civil and criminal; and that the Canadian Parliament, though it could deal with criminal law, and release from further criminal proceedings, could not deal with our provincial civil law, nor consequently release from civil liability in our courts.

Without entering upon that argument now, it will be sufficient for the present case, to point out that the 32nd and 33rd Vict. in no way interfered with the civil rights of the inhabitants of this province, as they existed when it was passed, and had existed for twenty-seven years previously, for the 4th and 5th Vic., c. 27, sec. 28, reproduced in the Cons. Statutes, c. 91, sec. 44, had made precisely the same provision; therefore our civil rights were left by the 32nd and 33rd Vic. just where they had been before it was passed. Then, it was attempted to show that this case was not one of assault and battery merely; but the conviction shows it most clearly to have been that, and nothing else. The words are "did unlawfully assault, beat, wound, and ill-treat"—the words immemorially used to describe an assault and battery. In order to come under sec. 1, sub-sec. 4 of c. 105 of the Consol. Stat., the words required would have been "unlawfully and maliciously inflicting grievous bodily harm," or "unlawfully and maliciously stabbing, cutting, or wounding."

The plea in bar of the defendant, then, should have been allowed, and the judgment of the Court below must be reversed with costs.

Judgment reversed.

Belanger & Co. for the plaintiff.

J. W. Merry for the defendant.

COURT OF REVIEW.

MONTREAL, December 29, 1883.

Before JOHNSON, DOHERTY & RAINVILLE, JJ.

LAMBERT v. THE GRAND TRUNK RAILWAY CO. OF CANADA.

Railway Company—Negligence.

A horse was found dead near the railway track. There was no evidence as to the immediate cause of death. It was proved that the fence adjoining the track, and the gate therein, were in good order, but that the gate was often left open by persons passing through it, not in the service of the railway company. Held, that the company was not liable.

The inscription was from a judgment of the Superior Court, Montreal, Torrance, J., dismissing the action. See 6 Legal News, p. 43, for judgment below.

JOHNSON, J. The owner of a horse which met its death on the line of the railway, has assigned his claim for damages to the plaintiff, who alleges by his action, that the animal got on to the track by reason of the insufficiency of the gate and its fastenings, which he attributes to the negligence of the railway company.

The case must be looked at, first, with reference to the liability of the defendants, by reason of any want of observance on their part of their obligations respecting the gate; and, secondly, with reference to whether the horse, being once on the line of the defendants' railway, was killed in any manner for which they alone would be responsible. As to the first question the evidence of Alex. Denis shows that the gate and its fastenings were all right as far as the company's obligations went; and the same thing is distinctly proved by the evidence of Alexandre Boissy, and that of Jean M. Beauchamp. These two witnesses even go further, and say that Isaie Goyette, who may be considered the real plaintiff, distinctly stated shortly after the occurrence (at a time when he probably was not thinking about going to

law), that not only was the gate in a proper condition; but that he had found it open in the morning after the horse had got out; and Alexis Goyette, the uncle, says the same thing.

It would, therefore, appear useless to look at the question of what was the immediate cause of the animal's death. It would be absurd to hold anybody else responsible for an occurrence to which the negligence of the owner or those under his control had materially contributed by leaving the gate open. The rule in such cases is very plain, and we have frequently acted upon it. Even supposing that the horse being on the line, was killed by the defendants' engine in a manner to make them otherwise responsible, if the owner by his own fault contributed to the result the defendants would not be liable. In the case of *Ware* v. *Carsley* in this court, I cited the rule from Campbell's treatise on the law of negligence; and it is this:—In all "cases where ordinary negligence is suffi- "cient to infer liability, it is a good defence "to show that there was contributory negli- "gence on the part of the plaintiff; that is to "say, to show that although the negligence "of the defendant was a cause, and even the "primary cause of the occurrence, yet that "it would not have happened without a cer- "tain degree of blameable negligence on the "part of the other." The same thing was also decided in this court in the case of *Vallée* v. *The Montreal Gas Co.*, referring to the leading English case of *Tuff* v. *Warman*, 5th vol. Common Bench Reports, p. 573, where six judges held that, if by ordinary care the plaintiff might have avoided the consequences of the defendant's negligence, he is the author of his own wrong, and cannot recover. In the present case, however, we are not entirely relieved from considering the second part of the case, because there is another rule equally plain in respect to costs in such cases, which is that costs are to be divided, where there has been fault on both sides; but of course, if there has been no fault proved on the defendant's part, the plaintiff would entirely fail, and would have to bear the costs. Now we are left entirely to conjecture as to the immediate cause of this animal's death. It was found in the morning dead, or nearly so, lying at the bottom of a culvert, with some marks on it, which might or might not have been made by contact with the engine or any part of train; or it might have been frightened by the approach of the train, and in its flight have fallen into the culvert. It is impossible to say with any certainty from the evidence what was the immediate cause of its destruction; but even if it had been hit by the train, the company would not necessarily be liable for running over anything on their track, (which is their own property for the purpose of running trains) if that thing had been put there on purpose, or, which is the same thing, had got there by the fault of the owner. I say the company would not be liable in such case unless by ordinary care they could have avoided the result. Now we have no reliable evidence whatever as to how the horse was struck, if even it was struck at all. Alexis Goyette the uncle, and young Alexis Goyette the brother of the owner, are the only witnesses who were on the spot soon after the accident, and neither of them actually witnessed it. The elder one says that in coming down from his house he heard the whistle of the engine, as if to frighten cattle off the track, and this is all we have. There is therefore no evidence at all of fault or negligence on the part of the defendants; but there is evidence that the plaintiff or the owner acted in direct violation of the law in allowing his horse to stray on the railway. So that this is not a case where, properly speaking, there is only contributory negligence on the part of the plaintiff; but it is a case where he alone is to blame, therefore the action fails, and he must bear the costs.

Judgment confirmed.

Prefontaine & Co. for the plaintiff.

G. Macrae, Q.C., for the defendant.

COURT OF REVIEW.

MONTREAL, November 30, 1883.

Before JOHNSON, RAINVILLE & JETTE, JJ.

DUBUC v. LA COMPAGNIE DU CHEMIN DE FER DE MONTREAL & SOREL et al.

Mandamus—Railway Crossing.

A mandamus will not lie against a Railway Company, to compel the company to fulfil

a statutory obligation, such as the obligation to make and maintain crossings on the petitioner's property, under the Quebec Railway Act, there being the remedy by ordinary action.

The inscription was from a judgment of the Superior Court, at Sherbrooke, Doherty, J., 15th June, 1883, maintaining the demurrer to the action.

JOHNSON, J. The petitioner has inscribed this case for review from a judgment rendered in Montreal in June last, and which dismissed the petition upon the demurrers severally pleaded by the two defendants, one of them being the Montreal & Sorel R. R. Co., and the other the South Eastern Railway company. The object of the petition and the writ was to compel these companies to make and maintain crossings upon the petitioner's property under sec. 16 of the Consolidated Railway Act of the Province, 43 and 44 Vict.; and the petition also asked for damages for the neglect hitherto to make these crossings.

The demurrers were identical, and shortly stated, they contended that no mandamus in such a case as was alleged would lie under the article 1022 of the code of civil procedure. Of course, that article, in any of its sections, except the 4th, could have no application whatever to the present case. That section, however, says that the writ may be obtained in all cases where it would lie in England. Now it would not be a very easy nor a very profitable task to determine what are all the cases in which the writ might lie in England: indeed it would be very laborious, and I believe perfectly useless, if not absolutely impossible to do so. One thing, however, is certain, viz., that if the writ is refused in England whereever there is a plain legal remedy open to the party asking it—(which is the main contention of the defendants) the cases where it ought to be refused in this country, upon that principle, would be much more numerous than they would be in England; for under our system there is no wrong without a legal remedy. Now the principle contended for by the defendants, and acted upon by the court below, is one which suffers no doubt, and is found to pervade not only all the English authorities on the subject; but has been acted upon in the court, in the case of *The Municipality of Pointe Claire* v. *The Turnpike Co.*,* in February, 1882. That was a case of injunction; but, *quoad hoc*, it was held in the Court of Appeals in *Bourgoin* v. *The N. C. R. R.* † that injunction was the same as mandamus. As to the necessity of the absence of an adequate legal remedy, a great number of leading cases are cited in the note to p. 18 of Tapping on Mandamus; and the rule deducible from all the authorities is stated by the author of the treatise as follows:—"[The writ of mandamus is not a writ grantable of right; but by prerogative; and amongst other things, it is, as before stated (*a*) the absence or want of a specific legal remedy which gives the court jurisdiction to dispense it. It is not granted to give an easier or more expeditious remedy; but only where there is no other remedy being both legal and specific; and so long and uniformly has the court adhered to this doctrine, and refused to grant, or if granted, quashed, the writ in cases where there is a specific legal remedy, either at common law, or by act of Parliament, that it has become a principle of the law of this subject. The principle applies where there is another, and a better remedy, or where a specific remedy exists, notwithstanding that it has been, by circumstances, rendered unavailing, for it is rare to grant the writ *where there is any other remedy.*"

It cannot be doubted that under our law the plaintiff had a direct action against the R. R. company to compel them to do whatever they were obliged to do by the statute, within a certain time, in default of which the plaintiff might do it himself at their cost.

This view of the case makes it unnecessary to enter on the question of damages, or on that of the liability of the South Eastern Company as lessees of the road. Judgment confirmed with costs in both courts.

Judgment confirmed.

Prefontaine & Co. for the plaintiff.

O'Halloran & Co. and *Kerr & Co.* for the defendants.

* 5 L. N. 259.
† 19 L. C. J. 57.

SUPERIOR COURT.

SWEETSBURG, December 1, 1883.

Before BUCHANAN, J.

EATON v. UNWIN *et al.*

Interpretation of Contract—Interest.

Plaintiff in 1879 sold defendants 50 acres of land for $2000, payable in 20 annual instalments of $100 each, the whole at four per cent per annum. The deed of a sale contained a clause to the effect that plaintiff was to allow defendants eight per cent on all payments made in advance from the date of payment till the time they should have become due. Defendants paid two instalments of $100 each when they became due; then tendered $500 in full payment of the balance ($1,800), claiming a discount of $1,300 under said clause. Plaintiff brought action for $248, one instalment of principal and two years' interest, defendants pleading their tender and depositing the money in court.—*Held*, rejecting defendants' tender and deposit as insufficient, that the intention of the parties must be determined by interpretation rather than by adherence to the literal meaning of the words of the contract.

R. A. Crothers for plaintiff.

O'Halloran & Duffy for defendant.

COUR DE CIRCUIT.

ARTHABASKA, 13 Décembre 1883.

Coram PLAMONDON, J.

THÉROUX, père v. GREER.

Frais—Distraction.

JUGÉ:—*Lorsqu'il n'y a pas de distraction de dépens dans une cause en faveur d'un procureur ad litem, ce procureur n'a pas le droit de recevoir de sa partie, les frais dus à l'huissier pour service; mais sa partie doit payer à l'huissier.*

Le demandeur réclame du défendeur la somme de $17.25 pour services professionnels, rendus par le demandeur, en sa qualité d'huissier, au défendeur à sa demande et requisition, son bénéfice et avantage, aux dates, dans les causes et pour les prix portés au compte produit avec les présentes.

Le dit défendeur pour défenses à cette action, dit 1o. qu'il n'a jamais requis les services du demandeur; 2o. Que les différents items du compte du demandeur formaient partie des mémoires de frais de MM. Felton et Blanchard, les procureurs *ad lites* du défendeur dans les différentes causes mentionnées au dit compte; que le défendeur a payé ces mémoires de frais longtemps avant la présente action, et ce à la connaissance du défendeur. Le défendeur fait la preuve de ses dites défenses.

PER CURIAM. Jugement en faveur du demandeur pour le montant réclamé; les procureurs *ad litem* n'avaient pas le droit de retirer ce qui était dû au demandeur quand ils n'avaient pas en leur faveur distraction de frais.

Laurier & Lavergne pour le demandeur.

Pacaud & Cannon pour le défendeur.

SALE OF A WIFE.

The old notion that wives are chattels which may be bartered or sold is not entirely eradicated in England. The following is a recent case:—

Before Mr. Justice Denman, at the Liverpool Assizes, Betsy Wardle was charged with marrying George Chisnal at Eccleston bigamously, her former husband being alive. The case was a peculiar one. It was stated by the woman that as her first husband had sold her for a quart of beer, she thought she was at liberty to marry again.

His Lordship—That is not what she stated before the magistrate. She said then that he was idle and would not work. When she left him she took the child with her, and he said if she would let him have the child he would not trouble her any further. He added that he would sell her for a quart of beer.

Prisoner—Please your worship, he did so. (Laughter.)

His Lordship—Is there anybody here who knows that? Yes, My Lord; Alice Roseby and Margaret Brown.

His Lordship—Call Margaret Brown.

Margaret Brown thereupon stepped into the box and was cross-examined by his lordship. She said she was present at the second marriage. She knew the first husband Wardle was alive; she was told that he had sold her for a quart of beer.

His Lordship—You believed it would be binding? Yes, Sir.

His Lordship—And you thought it right she should marry again? She wished me to give her away, and I did so. (Laughter.)

His Lordship— You helped her to commit bigamy. Take care you do not do it again or you will get yourself into trouble.

Alice Roseby was next called, and said she saw Wardle drink one glass of the quart.

His Lordship—Who was the bargain made with? With George Chisnal.

His Lordship—I am not sure that you are not guilty of bigamy, or of being an accessory before the fact. You must not do this sort of thing again. People have no right to sell their wives for a quart of beer or anything else. (Laughter.)

George Chisnal, the second husband, apparently just out of his teens, was the next witness called.

His Lordship—How did you come to marry this woman? Witness (in the Lancashire vernacular)—Hoo did a what? (Laughter.) Question repeated—A bowt her (Laughter.)

His Lordship—You are not fool enough to suppose you can buy another man's wife? Oi. (Laughter.)

His Lordship—How much did you give for her? Sixpence. (Great laughter.)

His Lordship—You are as guilty as she is. You are an accessory before the fact to her committing bigamy. You have committed bigamy yourself. Everybody has committed bigamy in this case. (Laughter.) Go down.

The witness left the box with alacrity, but was immediately recalled by his Lordship, who asked him how long he had lived with the prisoner.

Witness—Going on for three years.

His Lordship—Do you want to take her back again? Awl keep her if you loike. (Laughter.)

His Lordship—You need not keep her if you do not want. She is Wardle's wife.

Mr. Swift, addressing his lordship, said all he wished to say on behalf of this unfortunate woman was this—that she seemed to have met with a bad husband, in the first place, and an ignorant man in the second. He could only venture to hope that his lordship would not think it a case in which she ought to be punished—at least, not severely.

His Lordship directed that Wardle should be called, and this was done without eliciting any answer.

His Lordship—(addressing the prisoner)—It is absolutely necessary that I should pass some punishment upon you in order that people may understand that men have no more right to sell their wives than they have to sell other people's wives, or to sell other people's horses or cows, or anything of the kind. You cannot make that a legal transaction. So many of you seem to be ignorant of that, that it is necessary I should give you some punishment in order that you may understand it. It is not necessary that it should be long, but you must be imprisoned and kept to hard labour for one week.

MERCANTILE FAILURES.

According to Messrs. Dun, Wiman & Co. the record of mercantile failures in the Dominion and Newfoundland last year compared with preceding periods, stands as follows:—

	Number.	Liabilities.
1883	1,384	$15,949,361
1882	787	8,587,657
1881	635	5,751,207
1880	907	7,988,077
1879	1,902	29,347,937
1878	1,697	23,908,677

The increase in the list for last year seems at first glance somewhat serious, but an analysis by provinces gives the following result:

	Number.	Liabilities.
Ontario	567	$4,700,000
Quebec	438	6,400,000
New Brunswick	48	747,000
Nova Scotia	89	1,068,000
Prince Edward Island	5	40,000
Newfoundland	5	48,000
Manitoba	232	2,869,000
	1,384	$15,872,000

GENERAL NOTES.

The oldest peer of Great Britain, the Earl of Buckingham, who recently attained his 90th year, is in priest's orders. Besides him eight other peers are in holy orders, namely, the Marquis of Donegal (Dean of Raphoe), the Earls of Delaware, Carlisle, and Stamford, Lord Plunket (Bishop of Meath), Lord Sayne and Sele (Archdeacon of Hereford), Lord Scarsdale, and Lord Hawke. The Earl of Mulgrave, heir apparent to the Marquisate of Normanby, is also a clergyman.