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LEGAL NEWS.

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CURRENT TOPICS AND CASES.

The case of *Reg.* v. *Farnborough*, which came before the Court for the consideration of Crown Cases Reserved on the 27th of July, is an interesting and instructive example of the danger of meddling with the functions of the jury. The evidence for the prosecution was to the effect that the defendant drank a small quantity of milk (value four cents) from a churn, and did not pay for it, but he denied any intention of stealing. There was no evidence for the defence, except as to character. The jury were unable to agree. The chairman of the Middlesex Sessions, himself a Q.C., inquired whether they believed the evidence for the prosecution, to which they answered, "yes," and he then directed a verdict to be entered for the Crown. This was so manifestly unreasonable and illegal that the counsel for the Crown refused to sustain the ruling of the chairman before the Court at the hearing of the reserved case, and the conviction was quashed. Manifestly, while accepting the evidence for the prosecution, the jury may have had serious and well founded doubts as to the prisoner's guilt. He may not have had the money in his pocket when asked to pay, but it might be quite probable that he intended to pay, or did not think he would be expected to pay, and that there was

no felonious intent. The chairman of the Sessions by assuming the felonious intent really ousted the jury from the most important part of their functions.

A curious point arose lately in Tennessee. In that State a number of Seventh-day Adventists have been sentenced to terms of imprisonment and to labor in the chain-gang for working on Sunday. Seventh-day Adventists, it may be stated, are a Christian sect, who observe Saturday, or the seventh day of the week, as their Sabbath, and claim the right of working on Sunday, contrary to the laws of the State. For persisting in this disregard of Sunday laws several of their members have been fined or imprisoned in different parts of the country. The Adventists in the chain-gang in Rhea County, Tenn., refused to work on Saturday, on the ground that their religion required them to keep the day holy as their Sabbath. The constitution of the State provides that no person shall, in time of peace, be required to perform any service for the public on any day set apart by his religion as a day of rest. The Rhea County authorities have given the convicted Adventists the benefit of this provision.

Complaints of the falling off in litigation have long been made by the English bar. In some instances the decline is almost inexplicable. For example, the lists for the Easter sittings contained only 351 actions entered for trial in the common law courts, against 685 at the corresponding period last year. A good many causes, probably, co-operate to produce this remarkable decline. For one thing, business is more than ever carried on by large organizations, and conducted with a degree of care and skill which could not be expected half a century ago. These large companies are not apt to fight with each other about trifles, and in serious matters a difference of opinion usually results in a compromise. Then, again,

attendance at the common law courts is irksome and inconvenient to suitors in such a vast city ; there are often delays, and costs are heavy. So settlement by arbitration is coming into fashion. Moreover, most of the questions which formerly led to actions at law have been settled by the Legislature, or by judicial decisions which have almost equal authority, and it is more and more difficult to discover any new principle in the judgments of the day. The times are growing harder for barristers, but solicitors probably maintain their ground better, the decline of litigation having little effect upon the most profitable class of business, viz., that of solicitors to corporations and large concerns, managers of estates and family property, and the conduct of other non-contentious business. When this business is divided, however, among the ten thousand attorneys on the roll, the share of the majority is probably not felt to be excessive.

The London *Law Journal* notes the fact that on August 13 Lord Esher, the Master of the Rolls, completed his eightieth year. "There is little either in his physical or his mental qualities," adds our contemporary, "to suggest the octogenarian. His grasp of facts is as firm, his sayings as caustic, and his judgments as vigorous as ever they were. His active connection with the law covers a period of nearly half a century. He was called to the Bar at Lincoln's Inn in January, 1846. In August, 1868, he was raised to the Bench as a judge of the Common Pleas. His judicial career covers, therefore, a period of twenty-seven years. Eight years later he was appointed a Lord Justice of Appeal, and upon the death of Sir George Jessel in the spring of 1883, he was promoted to the office of Master of the Rolls. He is the oldest, but in some respects the youngest man on the Bench."

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, 27 July, 1895.

Present: LORDS WATSON, HOBHOUSE and MORRIS, and SIR RICHARD COUCH.

LA BANQUE d'HOCHELAGA (defendant in Court of first instance), appellant, and JODOIN et al. (plaintiffs in Court of first instance), respondents.

Husband and wife—Endorsement of notes by wife in favor of her husband, but for her own affairs—Arts. 181, 1265, 1301, 1483, *C.C.*

HELD :—(*Reversing the judgment of the Court of Queen's Bench, Montreal,* 27 *September,* 1893, *Q.R.,* 3 *Q.B.* 36) :—1. *Where a husband, who was duly constituted his wife's attorney, by a power of attorney conferring on him both general and special powers, including the power to make and endorse promissory notes, etc., had no means of his own at the time of the marriage, and the effects standing in his name were acquired in fact with the monies of his wife, a declaration on his part that everything standing in his name should be deemed to belong to his wife, is not invalid as being in contravention of Art.* 1265, *C.C.; and shares of a bank constituting part of such effects thereby became the property of the wife.*

2. *Where a power of attorney begins by giving the husband general powers of administration, and then gives him specific powers to draw bills and make promissory notes, the specific powers are not necessarily limited to mere acts of administration.*

3. *Where a husband, dealing as above with his wife's money, obtained advances from a bank on the security of promissory notes endorsed by him in his own name, and then in the name of the wife as her attorney, such advances being used to carry on a business which was subsequently transferred to their son, the wife is liable for the amount of such advances.*

4. *Where a bank, without authority of justice, sells shares subscribed by a husband, but subsequently transferred by him to his wife, as having been paid for with her money, the wife or her heirs cannot complain of the informality of the sale, where it is apparent that under no circumstances could such shares have brought sufficient to discharge her obligations to the bank.*

This was an appeal from a judgment of the Quebec Court of Queen's Bench dated September 27, 1893 (Q.R., 3 Q.B. 36), reversing a judgment of the Superior Court (Q.R., 2 S.C. 276), which had dismissed an action instituted by Jodoin *et al.* against the Bank d'Hochelaga, to recover from the bank one hundred of its shares.

Mr. Edward Blake, Q.C., and *Mr. Fred. L. Béique, Q.C.* (of the Canadian Bar), appeared for the appellants, La Banque d'Hochelaga; *Mr. R. W. Macleod Fullarton, Q.C.*, and *Mr. Reginald Talbot* appeared for the respondents, Jodoin *et al.* [1]

It appears that in November, 1887, the respondents sued the appellants for the above named 100 shares in the appellant bank or their value, and for the sum of $1,310 for accrued dividend and interest thereon after allowing for a set-off on a note for $2,000 and interest thereon, which they admitted to be due to the appellants. They alleged that the shares for which they sued were the property of Dame Marie Hélène Jodoin.

The appellants specially pleaded that the shares had been subscribed and paid for by the late Amable Jodoin, husband of the said Dame Marie Jodoin, and conveyed by him to her, and that such conveyance was null and void, as contrary to Article 1483 of the Civil Code. They claimed also that the part of the dividends and interest was barred by prescription. They further pleaded that Dame Marie Jodoin, acting by her husband, duly authorized by power of attorney, made a promissory note for $2,000, which amount with interest was still due; that Dame Jodoin had similarly, through the procuration of her husband, endorsed and made over to the appellants for value received seven other promissory notes; and that there was due to the bank at the time of the institution of the action the sum of $25,883 for principal, interest and expenses on the said notes, which debt Dame Jodoin had often acknowledged and promised to pay. The appellant bank claimed, therefore, that they had a right of lien and retention on the said shares for the payment of the amounts of the notes, whether the shares were the property of Dame Jodoin or her husband.

The respondents, who sued as the executors of the will of Dame Jodoin, pleaded in reply that the shares had never been the property of the husband, as Mr. Jodoin had in reality subscribed for

[1] The note of argument is taken from the London *Times'* Law Report. The judgment is from the official text.

the shares for his wife and paid for them with her money. They contended that there was no prescription, as they had admitted their liability for the sum of $2,000 on the first note. They denied the husband's responsibility for the other notes except for one of $737, on which $345 had been paid on account.

Mr. Justice Pagnuelo, sitting in the Superior Court, delivered judgment on March 15th in favor of the bank. He found that Mr. M. H. Jodoin was liable to the appellants for the amount of the notes, and as that amount far exceeded the value of the shares in question, the respondents had no interest in questioning the appellants' appropriation of them. He accordingly dismissed the action, with costs.

On September 27th, 1893, the Quebec Court of Queen's Bench (Appeal side) reversed this judgment, holding that Dame Jodoin had always been the owner of the shares, and that there was no proof that the late Mr. Jodoin had ever been authorized to endorse the notes. The appellants were ordered to deliver to the respondents the 100 shares, or the par value, with interest from the date of judgment, with the reserve to the respondents of the right to claim accrued dividends, and with reserve to the appellants of their recourse for the recovery of any balance which might be due to them on the sum of $2,000 and $393 after compensation by the dividends.

The appellants submitted that the judgment was erroneous and ought to be reversed, and *Mr. Blake* commenced the argument on their behalf, asking for the restoration of the judgment of the Superior Court. He said that the first point of contention upon which his clients insisted was that the shares, which were transferred by the husband to the wife, were not lawfully or effectually transferred, for under the Civil Code of Quebec, Article 1265, there could be no gift between spouses, and by Article 1483 there could be no sale from one spouse to another.

Mr. Blake, resuming his argument on behalf of the appellants at a subsequent sitting, said the evidence enabled him to maintain that in the transactions with the bank Mr. Jodoin acted as the authorized agent of his wife. The real question was whether the wife could be held to be liable for the notes which the bank discounted for Mr. Jodoin. By a power of attorney which Dame Jodoin gave to her husband, the latter was expressly authorized to buy and sell stock and draw notes for the purpose of receiving

money. He would point out to their lordships, first of all, that the husband had no means of his own, but the wife, on inheriting her brother's estate, had considerable property. The first thing Mr. Jodoin did after the execution of the power of attorney was to open an account in his own name at the bank. Shortly afterwards he discounted promissory notes with the bank, and the notes all bore his name and that of his wife. The wife had declared her intention of enjoying all benefits and bearing all losses arising from her husband's administration of the estate, and he claimed that by this declaration Dame Jodoin acknowledged that in all his dealings her husband acted as her agent. The shares which formed the subject of the action were applied for by Mr. Jodoin in his own name, but were afterwards transferred to his wife. The appellants claimed that that transfer was null and void. Further, at the date of transfer, both Mr. and Mrs. Jodoin were indebted to the appellants in large amounts, and the latter had a lien on the shares to secure the payment of this indebtedness. Inasmuch as both husband and wife had consented to the bank disposing of the shares, and applying the proceeds to meet this indebtedness, the appellants claimed that the respondents could have no action for the restoration of the shares, but merely an action for an account of any surplus proceeds from the sale of the 100 shares, and there was no such surplus. The appellants therefore submitted that the appeal should be allowed.

Mr. Béique, Q.C., followed briefly in support of his learned leader's arguments.

Mr. Fullarton, Q.C., on behalf of the respondents, claimed that the judgment of the Court of Queen's Bench ought to be affirmed. His learned friend, Mr. Blake, in opening had admitted their title to the bank shares, and that was the opinion of both courts below.

LORD HOBHOUSE—You mean that they were the wife's shares?

Mr. Fullarton.—Yes.

LORD WATSON—Your only claim in this action is for the shares as an integral part of the property left by the deceased lady.

Mr. Fullarton agreed that that was so, and the only matter to be considered was whether the bank was entitled to claim a lien upon the 100 shares in respect of the promissory notes discounted by the bank for Mr. Jodoin. He contended that the dealings by the husband in connection with those notes were dealings personally on his own account, and were not transactions

in which he embarked the property of his wife either in her name or his own.

LORD WATSON—You admit this, that the amount due upon those notes by somebody to the bank exceeds considerably the value of the bank shares if they were realized.

Mr. Fullarton said that was so true that he could hardly dispute it.

LORD WATSON—The bank cashed those notes on the faith that the principal party in the matter was the lady.

Mr. Fullarton said they had no right to do so.

LORD WATSON—That is the question.

After some further argument.

Mr. Fullarton submitted that the Court of Appeal was quite right in saying that they were not satisfied that the monetary transactions of the husband were for the benefit of the wife, and that it was quite clear that the transfer of the account was not for her benefit.

Mr. Talbot followed on behalf of the respondents.

Mr. Blake was rising to reply, when Lord Watson said they would not call upon him again. Their lordships, he added, reserved their judgment.

The judgment of their lordships was delivered as follows :—

LORD HOBHOUSE :—

The plaintiffs, who are now respondents, are the testamentary executors of Madame Marie Hélène Jodoin, widow of Amable Jodoin *fils*. The suit is brought to recover from the defendant, now appellant, La Banque d'Hochelaga, 100 shares, of the par value of $100 a share in that company, and also the dividends declared on the same shares since December, 1879. These shares were purchased in the name of the husband, Amable Jodoin, were transferred by him into the name of the wife, Marie Hélène Jodoin, and were appropriated and sold by the Bank to meet debts which they alleged to be due from both husband and wife.

The principal points of contention have been, first, whether as between husband and wife the shares were the property of the wife ; and secondly, whether the wife could be made liable on certain promissory notes signed by the husband in his own name and also in her name as her *procureur* or attorney.

It is common ground that the husband was quite destitute of property when he married ; that the wife had a large fortune,

perhaps half a million dollars ; that by their marriage contract the spouses were separate in property ; and that the husband managed the wife's property.

On the 28th September, 1870, a document endorsed "*procuration générale et spéciale*" was duly executed by both spouses, whereby the wife constituted the husband "*son procureur général et spécial*" to administer for her and in her name all her goods and affairs. Then the document specifies a number of different acts which the attorney may perform, and amongst them the following :—

" *Et pour et au nom de la dite constituante gérer, faire et transiger*
" *toutes affaires quelconques avec les banques incorporées ayant leurs*
" *bureaux d'affaires en la dite cité de Montréal et ailleurs, tirer, ac-*
" *cepter, transporter et endosser toutes lettres de change ou traites ;*
" *faire, consentir, délivrer et endosser tous billets promissoires.*"

On the 30th July. 1871, a declaration was executed by the husband, in which he stated the power of attorney, and that he had administered accordingly, and had. in order to watch the better over his wife's interests, at her request taken up in his own name divers "*sommes de deniers*" which nevertheless really belonged to her, and also certain shares in banks (not the appellant bank) which, though apparently his. were really hers. Then he declared that he had nothing of his own, and no means of ever acquiring such large sums for himself ; and that to avoid any difficulty which might arise on his death, everything standing in his name should be deemed to belong to his wife.

On the 20th August, 1873, the husband subscribed for the shares in question, and about the same time he opened an account with the bank in his own name. The account so continued until it was transferred into the name of the wife, apparently on the 1st October, 1875, but the exact day is not material. Both accounts were ordinary current accounts drawn upon by the husband ; and on the credit side were placed from time to time sums advanced by the bank on the security of promissory notes which, or some of which, have been renewed and have never been paid. These notes were endorsed by the husband in his own name and then in the name of the wife by procuration of the husband. Except for the change in the name of the customer, the course of practice on the accounts never varied from beginning to end of the dealings. The shares also were transferred into the name of the wife about the same time as the transfer of the account, viz. on the 11th October, 1875.

On the 19th December, 1876, another declaratory act was passed by the husband (the wife also intervening) to the same effect as the declaration on the 30th July, 1871. It stated explicitly that the husband was to take no profit and to suffer no loss by the personal transactions in which his name was used.

On the 27th February, 1877, another declaratory act was passed by the spouses, and by Pierre Jodoin their son, one of the present plaintiffs. After referring to the recent declaration of the 19th December, and stating that it thereby appeared that all the seeming possessions of the husband were really the property of the wife, and that the husband was carrying on an immense foundry under the firm of Jodoin *& Cie*, but with the funds of the wife, the two made over the foundry business to their son.

In September, 1879, Pierre became insolvent. In the course of the same year Madame Jodoin's affairs were much embarrassed, and, as the bank claimed that she was in debt to them, the directors ordered her shares to be transferred to the President. It appears that they were sold soon afterwards, and the proceeds appropriated to reduce the bank's claim. On the 8th January, 1880, the husband died. The wife survived till the 29th January, 1887. She never made any claim for the shares, nor for dividends which were regularly declared half-yearly from the 2nd January, 1882, to the 2nd January, 1887. In December, 1887, her executors brought the present action.

It is said that the dealings of the bank with the shares were irregular, and that they should have given notice to the alleged debtor before proceeding to sell. It is not, however, suggested that she suffered any loss by this irregularity, or at any rate not such loss as would make her the bank's creditor instead of its debtor. This point therefore may be disregarded.

As regards the ownership of the shares there can be no doubt. The difficulties suggested with reference to transfer of property as between spouses do not occur here. There was no transfer of beneficial interest. Both courts have found that the repeated declarations of the parties respecting the husband's apparent property were genuine. The husband had nothing; the wife had all. His transfer to his wife did nothing except to bring the formal and apparent title into accord with the real and substantial one.

The question whether the wife was in debt to the bank turns upon her liability in respect of the promissory notes. If she was

liable on them, their amount is greater than the value of the shares, and the plaintiffs cannot recover anything. Her liability on some is admitted, but as to the larger part it is disputed. The Superior Court held that she was liable on her husband's signature. The learned judge considered that this conclusion was a necessary result of the power of attorney, coupled with the establishment of the fact that everything in the husband's name belonged to the wife. He therefore dismissed the action. The Court of Queen's Bench came to a different conclusion. They condemned the bank to restore the shares or to pay their value, reserving certain questions, which according to their lordships' view of the case cannot arise.

The main argument offered in support of this view is that the power of attorney does not authorize the making of promissory notes. It is said to be a general power, and therefore by Article 181 of the Civil Code restricted to notes required for purposes of administration. No doubt the power is general; but it is also special, not only in name but because it specifies a number of particular acts, among which are, the transaction of business with banks, drawing bills of exchange, and making promissory notes. Mr. Fullarton produced no authority to show that in an instrument so framed each particular act must be limited to an act of administration because the whole series is ushered in by a grant of general power to conduct and manage property and affairs; nor does such a limitation seem reasonable. Their lordships hold that the wife, being as between her and her husband sole owner of property, gave him full power to make promissory notes in her name. They cannot see why the bank should not trust to this power, or why it should make enquiry as to the particular state of the wife's affairs which called for an advance of money. The whole affair was the wife's affair.

Whether the advances were or were not for general administration in the sense of the Civil Code, does not appear. There is no evidence on that point. The Court of Queen's Bench have decided against the bank, apparently because the advances were so large that the bank must have known that they could not be required for the administration of the wife's property. Considering her large fortune, and the immense foundry which up to February, 1877, was hers, that assumption is very doubtful. The bank, however, were not bound to enter on any such inquiry, or to look beyond the clear terms of the power of attorney.

This view of the husband's position appears to their lordships to dispose of nearly all the reasoning in support of the decree. But it may be added that the wife certainly had the benefit of the advances. Mr. Fullarton undertook to show the contrary, but failed to do so. The advances made prior to October, 1875, were carried to the husband's account. But we know that what was apparently the husband's was really the wife's. When the transfer of account was made, the balance standing to the credit of the husband, which owed its existence to the advances, was carried to the credit of the wife; and so were subsequent advances. Mr. Fullarton then argued that she did not get the benefit of the advances if she was liable on the notes; but one who gives a promissory note does not fail to get the benefit of the money raised by it because he must pay it when due. The arguments on this head are in substance an attempt to make out that the change in the form of accounts made in October, 1875, was really a change of the actual customer dealing with the bank; and they are inconsistent with the cardinal point affirmed by both courts: viz. that throughout the whole transactions the husband was a name, and the wife the substantial party, who was to have all profits and to bear all losses.

It may also be added that the silence of Madame Jodoin during the seven years of her widowhood raises a strong presumption that in her opinion she had suffered no wrong by the bank's dealing with her shares. It is suggested that she did not know of the purchase or transfer of the shares. That is a highly improbable suggestion; no evidence is adduced in favour of it; and certainly it ought not to be presumed against the bank, who are placed at a serious disadvantage by the delay. The only positive evidence on the point is that of Brais, who as cashier of the bank, and also as a relative of Madame Jodoin, had several conversations with her before and in the year 1879. He states that she well knew her liability on her husband's endorsements, and acquiesced in the transfer of her shares to reduce her debt to the bank in that year. The evidence of this witness, speaking as he does after Madame Jodoin's death, would be of little value if there were nothing else in the case; but it is admissible; it is the only evidence; it is in accordance with the probabilities arising from the proved dealings of the Jodoin family with one another; and it is not met by proof, or even by suggestion, of any new discoveries,

made since the lady's death, by which the truth came to the knowledge of the plaintiffs.

The conclusion of their lordships is that the plaintiffs' demand fails in justice and in law; and they will humbly advise Her Majesty to discharge the judgment of the Court of Queen's Bench, to dismiss the appeal to the Court of Queen's Bench with costs, and to restore the judgment of the Superior Court. The respondents must pay the costs of this appeal.

Judgment of the Q.B. reversed.

Hon. Edward Blake, Q.C., and *F. L. Béique, Q.C.*, for the appellant.

R. W. Fullarton, Q.C., and *Reginald Talbot* for the respondents.

CROWN CASES RESERVED.

LONDON, 27 July, 1893.

Before LORD RUSSELL, C. J., POLLOCK, B., GRANTHAM, J., LAWRANCE, J., and WRIGHT, J.

REGINA v. FARNBOROUGH. (30 L.J.)

Criminal law—Practice—Functions of judge and jury—Belief of jury in evidence for prosecution—Direction by judge of entry of verdict of 'Guilty.'

This case was stated by Mr. R. M. Littler, Q.C., the chairman of the Middlesex Sessions.

At the Midsummer Sessions the prisoner was charged with stealing milk. The chairman stated that the facts were immaterial, and added: 'It appears to me that if the jury believed the evidence for the prosecution the prisoner was in law guilty, as charged, and I so directed them. No evidence except as to character was called for the defence. The jury retired to consider their verdict, and after they had been absent some time I sent for them and asked if they were agreed. They replied that they were not. I then asked them, "Did they believe the evidence for the prosecution?" and the foreman replied that they did.' An objection taken by the prisoner's counsel was overruled, and the jury were directed that their verdict amounted to one of 'Guilty,' and it was so recorded.

A. Hutton for the prisoner.

J. P. Grain (*H. W. Rowsell* with him), for the prosecution, admitted that the chairman's ruling could not be supported.

LORD RUSSELL, C.J.; You cannot, nor can any other counsel,

be called on to argue an untenable position. If this case had not raised a very important question I should have been content to say simply that the conviction could not stand; but it is an important matter. The facts were these: Evidence was given in support of the charge, and the case was left to the jury on that evidence. The jury, after the lapse of some time, returned into Court, no communication with the judge or any intimation that they wanted his assistance having taken place in the meantime. The judge asked if they had agreed. They said 'No.' He then asked: 'Do you believe the evidence for the prosecution?' to which the foreman of the jury answered in the affirmative. On this a verdict of 'Guilty' was entered. Now what did the answer of the foreman amount to? He had already said the jury were not agreed, then added, 'We believe the evidence for the prosecution.' That, however, was perfectly consistent with the belief that the facts proved were not such as to show that the prisoner had taken the milk *animo furandi*, which was the essence of the offence. He might have thought that he was allowed to take it, or that it was too trivial to matter, or he might have intended to pay. The facts were not before the Court, but it was clear that the jury had declined to draw the inference that the man took it with a felonious intent. The chairman by directing a verdict of 'Guilty,' really supplied this the essential part of the charge. In so doing he went beyond the function of a chairman, and the conviction must be set aside.

POLLOCK, B., entirely agreed. This decision, however, must not be taken as interfering with the practice common in criminal trials of a jury finding a special verdict. When the jury had found all the necessary facts to constitute the offence, then the judge could direct judgment to be entered accordingly.

GRANTHAM, J., LAWRANCE, J., and WRIGHT, J., concurred.

NEW PUBLICATIONS.

DIGEST OF INSURANCE CASES, for the year 1894, by John A. Finch.—The Rough Notes Company. Indianapolis, publishers.

The present volume is the seventh of this excellent series of Annual Digests, and contains 449 cases. The editor remarks in the preface that with all the courts have had to say upon construction of policies, the companies still have great difficulty in

writing their contracts so plainly that there can be no room for construction. "The ability to write English is not conspicuous in insurance offices," said a learned jurist. The fact that in the present volume there are so many cases of construction of contract by the courts is striking proof of this statement. However, when the enormous aggregate of business is taken into consideration, the number of litigated cases cannot upon the whole be deemed excessive.

THE INSURANCE AGENT: His Rights, Duties and Liabilities: by John A. Finch. The Rough Notes Company, Indianapolis, publishers.

This is a little work by the same author. It is intended to furnish insurance agents with such information on practical points as will assist them in acting with good judgment as well as promptitude. Mr. Finch treats the subject with the ability which might be anticipated from one who has made insurance law a specialty, and the work may safely be commended to the attention of the class for whom it was written.

HIDDEN MINES, AND HOW TO FIND THEM, by W. T. Newman. The M. Rogers Publishing House, Toronto.

"Hidden Mines" is the production of an expert. It is a practical business man's book on mines, ores, metals, etc., in fact, it appears to describe every ore, metal, gem and stone of commercial value, as well as serving as a guide on all points connected with mining. The information given is of great value to persons engaged or intending to engage in mining, and is of a kind not easily accessible elsewhere.

REPORTS OF THE AMERICAN BAR ASSOCIATION, 1894.

Vol. XVII, now issued, contains the usual full and accurate account of the proceedings of the last annual meeting of the American Bar Association, held at Saratoga Springs, including the addresses delivered on that occasion.

STATE LIBRARY BULLETIN—Issued by the University of the State of New York, Albany.

This Bulletin, containing over five hundred pages, shows the care with which the State Library is maintained and kept up to

date. It catalogues the recent additions to the library, the list comprising 12.000 volumes and 600 pamphlets. The subjects are arranged alphabetically. and under each are entered the books bearing on the subject. Our Quebec and other Canadian law reports and periodicals are all to be found here.

THE STANDARD DICTIONARY OF THE ENGLISH LANGUAGE.—The Funk & Wagnalls Co.. New York. Publishers.

This, the latest lexicon, claims to be considerably in advance of its great competitors, the International and the Century. The number of its vocabulary terms is 301,865, exclusive of the appendices, which contain 47.468 entries. A large number of editors. readers and specialists have been engaged on this work for the past five years. and it seems to leave little to be desired in the way of dictionary-making. A vast number of new quotations are given, definitions have been examined and revised with the utmost care. and an attempt has been made to reduce the compounding of words to a scientific system. There are other features which might be referred to which indicate that those who desire a dictionary of the highest merit will not go wrong in acquiring the Standard.

GENERAL NOTES.

OLD TIME RECREATIONS.—At a time when lawyers are scattering in all directions—*sua cuique voluptas*—for that time-honoured anomaly, the Long Vacation, it is amusing to read that in the old days the students of Lincoln's Inn found their recreation at home—to wit. in shooting with bows and arrows at the coneys which then abounded in what is now Lincoln's Inn Gardens. This pastime became so popular that it had to be put a stop to by an ordinance. It must have been of these that Bacon tells the following anecdote: "A company of scholars going together to catch coneys carried one scholar with them which had not much more wit than he was born with; and to him they gave in charge, that if he saw any he should be silent, for fear of scaring them. But he no sooner espied a company of rabbits before the rest, but he cried aloud. "Ecce multi cuniculi," which in English signifies. "Behold. many conies," which he had no sooner said, but the conies ran to their burrows. and he, being checked by them for it, answered, "Who the devil could have thought that the rabbits understood Latin?" ' *Law Journal.*