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THE SINKING OF THE "LUSITANIA."

War has been aptly defined as "an effort by a belligerant to bend its enemy to its will by all means in its power, which do not violate neutral rights or are not ruled out as inhuman."

The sinking of the "Lusitania," an unarmed passenger vessel, by a German submarine, without warning and without provision or attempt to prevent the appalling loss of life of noncombatant passengers and crew, transgresses the lawful resources of civilized warfare in both respects. It is a flagrant violation of neutral rights in the distruction of neutral lives and property: and unspeakably inhuman. The act is utterly without precedent, and utterly indefensible according to any existing standards of International Law, and may be regarded as the culmination of deliberate acts of terrorism on the part of the German Government in deliberate disregard of fundamental principles of International Law to which that Government has repeatedly expressed its adherence.

It is not a question of blockade, if blockade is to retain any semblance of its accepted meaning and essentials for three generations. The essence of blockade, since the Declaration of Paris of 1856 (to which Prussia is a party), is (1) efficiency of patrol by preponderant naval strength "sufficient really to prevent access to the coastline of the enemy" (Art. 4), and (2) notice, legal and physical notice, to neutrals. The "Lusitania" was an enemy ship, and as such was lawful prize on the high seas. Blockade contemplates neutral, and not enemy, ships. The penalty for breach of blockade is capture and condemnation—not destruction. We do not recall a single instance of the destruction of a blockade runner, but, in any case, misconduct of the ship and protection of life would be indispensable conditions. If the exigencies of the

submarine do not permit compliance with these well-settled principles, a submarine blockade is a contradiction in terms.

The law of contraband provides no defence. As an enemy ship, the carriage of contraband was not required for her capture. On the other hand, the fact that she was carrying munitions of war to a belligerant, if established, would not justify her destruction. The carriage of contraband does not justify the destruction of a neutral ship, except in the extreme case, grudgingly allowed by International Law, of an overriding necessity to the captor in the form of an emergency (such as pressing danger from the enemy) which leaves no reasonable alternative—"a military necessity bordering upon self preservation" (Rear Admiral Stockton, U.S. Navy, p. 454); and in that case only on terms that "all persons on board be placed in safety" (*ib*). And capture must be preceded by visit and search, with prescribed formalities, which include the preservation of the ship's papers for the prize court, on whose decision condemnation or release will be duly determined.

While different considerations may apply to the destruction of an enemy merchantman, the value of the prize will normally restrain its destruction; but, as a rule, the captured vessel must not be destroyed, but sent in to port as a prize. In the well-compiled instructions to the United States cruisers in the Spanish-American War, which are in accord with the best opinion and practice on the subject, it was stated, in regard to enemy captures, that "if there are controlling reasons why vessels may not be sent in for adjudication, as unseaworthiness, the existence of infectious disease, or the lack of a prize crew, they may be appraised and sold; and if this cannot be done they may be destroyed. But in all such cases all the papers and other testimony should be sent to the prize court in order that a decree may be duly entered."

The German naval prize regulations of 1909 place enemy and merchant ships in the same category in respect of destruction in the provision that officers may stop enemy and neutral ships for search and capture, and "in exceptional cases may destroy

them." Article 116 provides that, before a vessel is destroyed all persons on board with their goods and chattels are to be placed in safety, if possible. Westlake (2nd ed., p. 309) is to the same effect, as follows: "And in any case of the destruction of a ship, enemy or neutral, it would be the destroyer's duty to save the men and to preserve all the papers and other evidence which might assist a neutral claimant in proving that innocent property of his had been destroyed."

The case against destruction, it will be seen, is still stronger if, as the "Lusitania" undoubtedly was, the enemy ship is carrying neutral merchandise. Neutral goods, not contraband, are exempt from capture under the enemy's flag by the Declaration of Paris, 1856, and by the unvarying practice of all nations since that date, and the neutral owner is entitled to the decision of a prize court and to the return of his innocent property or compensation. Mr. W. E. Hall points out that a general direction by a belligerent to destroy enemy vessels, instead of bringing them in for condemnation, would amount to an illegal prohibition to neutrals from engaging vessels which they have the express right to engage under the Declaration of Paris, and concludes: "It ought to be incumbent upon a captor who destroys such goods, together with his enemy's vessel, to prove to the satisfaction of the prize court, and not merely to allege, that he has acted under the pressure of a real military necessity."

But all such questions are overwhelmed in the horrible slaughter of over twelve hundred defenceless noncombatants, women and children of a friendly power among them. All authorities are at one with Wheaton that "the custom of civilized nations has exempted, not only women and children, but generally all public and private individuals engaged in the ordinary pursuits of life, from the direct effect of military operations." The instructions for the government of the armies of the United States in the field (sec. 21) declares: "The principle has been more and more acknowledged that the unarmed citizen is to be spared in person, property, and honour as much as the exigencies of war will admit," and (sec. 23) "private citizens are no longer mur-

dered." The passenger on an enemy's ship resisting visitation or search is involved with the fate of the ship. Noncombatants who remain in a bombarded town must take the risk of *stray* explosives, although deliberate fire on its residential parts to expedite surrender through the terror of the inhabitants would be illegal. Subject to "exigencies" of this nature the innocent noncombatant, even of the enemy, has hitherto been regarded as beyond the range of personal harm in war—the neutral noncombatant, *a fortiori*.

Modern history affords no parallel of the destruction of noncombatants on the ground of "military necessity," and lawyers are familiar with the safeguards with which positive law surrounds this defence (*e.g.*, *Reg.* v. *Dudley*, 14 Q.B.D. 473). Necessity, in law, implies immediate, imminent peril, leaving no place for choice or deliberation. The plain facts of the case and the unanimous verdict of mankind have negatived any such plea. And it is wholly immaterial to the issue whether the "Lusitania" was, or was not, in the sense that, in certain events, she was at the disposal of the British Government, an auxiliary cruiser. At the moment of attack she was a passenger vessel, and nothing else, with over 2,100 human beings on board, secure from harm on established principles of International Law, to whom suffering and death were the natural (and inevitable) consequence of her destruction as carried out.

Utterly beyond the pale of any recognized principles of law, the German position that the "necessity of war must override its rules," or, in other words, that the accepted law of nations is subordinate to, and may be *validly* overridden by, the opinion of a commanding officer as to the military requirements of his particular operation, is a direct challenge to the foundations of International Law on which our modern civilization is largely based. Students of International Law are not wholly taken by surprise. German jurists have proclaimed this pernicious doctrine.

In the discussion of floating mines at the last Hague Conference, the German delegate is reported to have said: "Military acts are not governed solely by principles of International Law.

There are other factors. Conscience, good sense, and the sentiment of duty imposed by principles of humanity, will be the surest guides for the conduct of sailors . . . The officers of the German navy, I loudly proclaim it, will always fulfil in the strictest fashion the duties which emanate from the unwritten law of humanity and civilization."

The neat question is presented, whether standards which permit the slaughter of women and children or the principles of International Law, which brand it as murder, are to prevail. The issue is sharply defined in the "Lusitania" case, and there is no other issue. There is no room for doubt as to the attitude of the United States.

McGregor Young.

REPRISALS.

Although the general sense of the country, as indicated by speeches in both Houses of Parliament and by numerous articles in the lay Press, is opposed to the exercise of reprisals by reason of the violation of the laws of war by the Germans in the cases of the treatment of prisoners of war and the use of asphyxiating and deleterious gases, it should not be forgotten that reprisals between belligerents are admissible for every act of illegitimate warfare. Wheaton has enunciated the proposition, to which he has given the weight of his high authority: "The whole international law is founded on reciprocity to which there is the unavoidable corollary that, if an enemy violates the established usages of war, it may become the duty as well as the right of his adversary to retaliate in order to prevent further excesses on his part. It is for the consideration of the injured belligerent as to whether he will at once resort to reprisals or before doing so will lodge complaints with the enemy or with neutral States. Practically, however, a belligerent will rarely resort at once to reprisals, provided the violation of the rules of legitimate warfare is not very grave and the safety of his troops do not require strong and drastic measures." Lord Roberts, for instance, during the South

African War, ordered by way of reprisal the destruction of houses and farms in the vicinity of the place where damage was done to the lines of communication. Reprisals may be employed by way of punishment for breaches of the rules of war. The only reference to punishment in the Hague Conventions is in the words, "a belligerent party which violates the provisions of the said regulations shall, if the case demands, be liable to compensation" (Art. 3 of Convention IV. of 1907), and, as no reference is made to reprisals, we are thrown back upon the general principle, which applies to the whole of these regulations, that, in cases not included in the regulations, populations and belligerents remain under the protection and the rule of the principles of the law of nations as they result from the usages established between civilised nations, the laws of humanity and the requirements of the public conscience: (Preamble to Convention II. of 1899 and IV. of 1907). The Hague Conventions do not mention reprisals because the Brussels Conference of 1874, which accepted the unratified Brussels Declaration, had struck out several sections of the Russian draft code regarding reprisals.—*Law Times.*

The May number of the *Law Magazine and Review* has an interesting article on the same subject. One writer discusses the law of nations in relation to reprisals in warfare, not that International Law is of much importance when Germany is concerned. That nation's disregard of law, of treaties, of the ordinary rules of civilization and of the dictates of humanity, has covered it with loathing and contempt. In speaking of the nature of reprisals and their justification, the following conclusions are reached: (1) that they have been recognised through all the ages as a means of securing legitimate warfare; (2) they ought not to exceed in severity the evil sought to be redressed; (3) while it is eminently desirable that the persons to suffer from reprisals should be the actual wrongdoers, yet this is not a *sine qua non*, and innocent persons may be made the victims.

PRIORITIES UNDER THE CREDITOR'S RELIEF ACT.

One effect of the Creditor's Relief Act (R.S.O. c. 81) is to complicate what was formerly a comparatively simple question, viz., the priorities of execution creditors. The main object of the Act is plainly to secure as far as possible, the payment of creditors pari passu and as between them, to eliminate the possibility of one execution creditor by any superior diligence, gaining any priority over another. But in the application of the Act difficulties arise, when the question as to the priorities of creditors is embarassed by the intervention of the claims of specific incumbrancers. Such a difficulty arose in the recent case of *Union Bank of Canada* v. *Taylor*, 8 O.W.N. 72. That appears to have been an action to set aside a fraudulent conveyance in which judgment was given declaring the deed void and ordering a sale of the land and the application of the proceeds in payment of the claims of creditors and of the incumbrancers according to their respective priorities. The Master to whom the case was referred, found several classes of incumbrancers and execution creditors whom he classified as follows: A. a group of execution creditors; B. plaintiff's mortgage; C. a group of subsequent creditors; D. a second mortgage; E. a third mortgage; F. another group of execution creditors; G. a fourth mortgage; H. another group of subsequent creditors. The amount realized was apparently insufficient to satisfy all the claims and the Master settled the priorities of the various claimants in the order above-mentioned. An appeal was had to Boyd, C., and it was contended that the Master should have followed the directions of the Creditor's Relief Act, s. 33, sub-ss. 11, 12; but the appeal was dismissed and the Master's report affirmed.

The learned Chancellor is reported to have said, "The effect of the Act appears to be to pay a subsequent mortgagee in full by reducing the amount of a prior execution and this gives to a subsequent mortgagee a better status as against a prior execution charged on the lands than existed when the mortgage trans-

action was effected between the owner and the mortgagee. If this is the meaning and result of the Act, I do not feel disposed to extend its methods to the distribution of assets in this court."

How far this is a valid reason for refusing to give effect to the Act we do not propose to discuss. There can be no doubt, however, that to apply its provisions to the case in hand would have led to a curious and perhaps a not very satisfactory result as regards some of the creditors affected, from the point of view of abstract justice.

At an early period after its passing, the question as to the rights of execution creditors, some of whose writs were prior, and some subsequent to specific mortgages or charges upon the property subject to execution was under consideration. The result of the decisions in *Roach* v. *McLachlan* (1892), 19 A.R. 496; and *Breithaupt* v. *Marr* (1893), 20 A.R. 689 was to affirm the priority of execution creditors, whose writs were prior to such charges over the writs of creditors which were subsequent thereto. The Legislature six years afterwards in the year 1899, by 62 Vict. (2), c. 11, s. 13 (which is now in substance s. 33 (11) of the present Creditors Relief Act) made an express provision on the subject by way of amendment to the Act It can hardly be said therefore that the cases above referred to are authorities for the construction of the Act in its present form. The subsection 11 in the present Act is as follows: "11. Where a debtor has executed a mortgage or other charge, otherwise valid, upon his property or any part thereof after the receipt of an execution by the sheriff, and before distribution, such mortgage or charge shall not prevent the sheriff from selling the property under any execution or certificate placed in his hands before distribution, as if such mortgage or charge had not been given, nor prevent creditors whose executions or certificates are subsequent thereto from sharing in the distribution; but in distributing the money realized from the sale of such property the sheriff shall deduct and pay to the person entitled thereto the amount which would otherwise be payable out of the proceeds of such property to the subsequent creditors."

The effect of this provision appears to be that the sheriff is to sell as if no such subsequent mortgages had been made, and he is to declare a dividend on the gross proceeds in favour of all creditors and notwithstanding that some executions are prior and some subsequent to the mortgages, it would seem to be intended that the dividend should be an equal dividend on all creditor's claims, but the dividends applicable to the claims subsequent to the mortgages are to be applied as far as may be necessary in the payment of the mortgages prior to such claims.

This may not be, and probably is not, a satisfactory method of dealing with such claims, nevertheless it is at present the law, and the proper way of dealing with any anomalies it occasions would appear to be by Legislative amendment of the provision.

As far as the claims of creditors and incumbrancers were concerned in the case in question, whether the sale was effected by the sheriff, or the Master, their rights were the same, and it does not appear to be a tenable proposition to say that the mode of sale can in anyway affect them; whatever the rights of the parties were if the sale had been made by the sheriff, they were no otherwise though the court for the more convenient disposition of the case saw fit to direct the sale of the land to be made by its own immediate officer; and we do not understand on what principle the learned Chancellor acted when he refused to give effect to the provisions of the above mentioned section.

The scheme which s. 34 appears to provide is this, the gross proceeds of the property sold is to be taken and equally apportioned among all the creditors, and any prior mortgages are to be paid out of the dividend allottable to subsequent executions. Applying that principle it would result as follows, assuming the amounts realized and the amounts of the claims were as follows:—

		Claims.	
A.	Prior Execution creditors....	$1,000	
B.	Subsequent mortgage		200
C.	" creditors	500	
D.	" mortgage		1,300
E.	" creditors	1,500	

Let us assume that the gross amount realized by the property, subject to execution is $1,500. This would yield a dividend of 50c. in the $ on the aggregate creditor's claims and the $1,500 would according to the scheme of s. 34 be payable as follows:—

Class	A.	whose claim is	$1,000	would receive..		$500
"	B.	" "	200	"	"	200
"	C.	" "	500	"	"	50
		and also $200 from E's dividend				200
"	D.	" "	$1,300	would receive....		550
"	E.	" "	1,500	"	"	nil.

With this may be contrasted the method of distribution sanctioned in the case above referred to.

Class A. would be paid in full $1.000
" B. " " on a/c. 300
" C. " " on a/c. 300

Classes D. and E. would get nothing.

It will thus be seen that there is a wide divergence in the result between the scheme laid down in the Creditor's Relief Act and that sanctioned by the court.

Neither the scheme laid down in the Act, nor that sanctioned by the learned Chancellor appears really to carry out what may be regarded as the fundamental principle of the Act, namely the equalization of the rights of execution creditors.

A more likely method of effectuating that end would have been to have required the amount realizable under all executions in the sheriff's hands to be pooled, and then divided ratably among all creditors.

This on the above basis of claims and assuming the amount realized is $1,700, would work out as follows:—

		Claims.	Am't. realized.
Class	A. creditors	$1,000	$1,000
"	B. mortgage	200	200
"	C. creditors	500	500
"	D. mortgage	1,300	nil.
"	E. creditors	1,500	nil.

The total amount realized for execution creditors on this plan is $1,500 but though it is realized under the executions of A. and C. it would nevertheless be divisible between all creditors, including Class E.; and the result would be that Class A. would get $500; Class C. $250 and Class E. $750. All creditors would share equally, which we take it is the real object and intention of the Act to secure and at the same time no mortgagee would get any undue advantage under the Act as it at present stands, the mere intervention of a mortgage may have the effect of giving an execution creditor a priority over other creditors which the Act intended apparently to prevent, but has failed to accomplish.

It would seem as if the Act needed further amendment.

REPORT OF COMMISSION AS TO GERMAN ATROCITIES.

The ghastly record of German atrocities contained in the report of the committee presided over by Lord Bryce puts it beyond all doubt that most of the acts of savagery committed were part and parcel of an organised system, and were carried out under the orders of the high German military authorities. The committee find as proved:—

"That there were in many parts of Belgium deliberate and systematically organised massacres of the civil population, accompanied by many isolated murders and other outrages.

"That in the conduct of the war generally innocent civilians, both men and women, were murdered in large numbers, women violated, and children murdered.

"That looting, house burning, and the wanton destruction of property were ordered and countenanced by the officers of the German army; that elaborate provision had been made for systematic incendiarism at the very outbreak of the war; and that the burnings and destruction were frequent where no military necessity could be alleged, being indeed part of a system of general terrorisation.

"That the rules and usages of war were frequently broken, particularly by the using of civilians, including women and children, as a shield for advancing forces exposed to fire, to a less degree by killing the wounded and prisoners, and in the frequent abuse of the Red Cross and the White Flag."

Many of us may have been disposed to consider a good proportion of the charges that had been made to be unthinkable, unbelieveable; but one has only to glance at the evidence upon which the report is based to see that such evidence does not merely support the conclusions, but is overwhelming.—*Law Times.*

INTERNATIONAL LAW AND SUBMARINE WARFARE.

The note sent by the President of the United States to Germany on the question of International Law as touching the lives and property of American citizens thus speaks of the difficulty arising from the use of submarine warships: "The Government of the United States therefore desires to call the attention of the Imperial German Government with the utmost earnestness to the fact that the objection to their present method of attack against the trade of their enemies lies in the practical impossibility of employing submarines in the destruction of commerce without disregarding those rules of fairness, reason, justice and humanity which all modern opinion regards as imperative. It is practically impossible for officers of submarines to visit a merchantman at sea and examine her papers and cargo. It is practically impossible for them to make a prize of her, and if they cannot put a prize crew on board they cannot sink her without leaving her crew and all on board her to the mercy of the sea in her small boats." International law, after this war is over, will be as much shreds and patches as Germany's broken treaties.

REVIEW OF CURRENT ENGLISH CASES.

BREACH OF TRUST—BANK ACCOUNT—PAYMENT OF TRUST MONEY INTO PRIVATE ACCOUNT—PAYMENTS OUT—BALANCE AT CREDIT OF ACCOUNT LESS THAN TRUST FUND—SUBSEQUENT INCREASE OF BALANCE—FOLLOWING TRUST FUND.

Roscoe v. *Winder* (1915) 1 Ch. 62. In this case one William Wingham purchased the assets of the plaintiff company. He agreed to collect and pay over to the company the book debts due to the company at the time of the sale. He did collect debts to the amount of £623 8s. 5d. He paid no part of this sum to the company, but paid into his private bank account £455 18s. 11d., part of the amount so collected. He subsequently drew against this account for his private purposes, and reduced the balance to £25 18s. Wingham died bankrupt, and a trustee was then appointed of his estate. At the time of his death a balance of £358 5s. 5d. stood to the credit of his bank account. The plaintiff company contended that the whole of this sum was impressed with a trust in the plaintiff's favour; that the payments into the account should be deemed to have been made by the deceased to make good *pro tanto* the trust moneys which he had misapplied. But Sargant, J., held that there was no such presumption, and that the only part of the balance which was ear-marked as the plaintiff's fund was the £25 18s.

BUILDING SOCIETY—OFFICIAL RECEIVER—LIQUIDATOR—CREDITORS—DIVIDENDS PAID UNDER JUDGMENT SUBSEQUENTLY VARIED IN APPEAL—PAYMENT BY MISTAKE OF LAW—REFUNDING OVER-PAYMENT—MISTAKE OF COURT.

In re Birkbeck Permanent Building Society (1915) 1 Ch. 91. This was a winding-up proceeding in which by the judgment of Neville, J., affirmed by the Court of Appeal, certain shareholders were declared to be entitled to be paid in full in priority to other shareholders, and were accordingly so paid by the official receiver who was the liquidator, before he was notified of any appeal to the House of Lords. Subsequently the decision of the Court of Appeal was varied, and all shareholders were declared to be entitled to rank *pari passu*. This was an application by the liquidator to compel the shareholders who had thus been overpaid to refund the amount of the overpayment. Neville, J., held that the official receiver, being an officer of the Court, the overpayment in question was a mistake of the Court, and that it should be refunded, and he so ordered.

VENDOR AND PURCHASER—PROPERTY SUBJECT TO CHARGE—RIGHT OF TRUSTEE TO RELEASE PART OF PROPERTY SUBJECT TO A CHARGE ON RECEIPT OF WHOLE OF PURCHASE MONEY.

In re Morell & Chapman (1915) 1 Ch. 162. The simple question in this case was whether a trustee could validly release a part of property subject to a charge on receipt of the whole of the purchase money. The facts were that a testator had bequeathed a leasehold estate to his sons, G. M. Morrell and A. R. Morrell, subject to a charge thereon of two legacies of £5,000 each to G. M. Morrell and A. R. Morrell in trust for his daughters. A. R. Morrell had died and appointed G. M. Morrell and C. W. Whitworth his executors. G. M. Morrell individually and as executor of his brother's estate, together with Whitworth, his co-executor, contracted to sell the leasehold, and the question was whether G. M. Morrell, as surviving trustee of the legacies, could give an effective release of the property from the charge, and Eve, J., held that, on receipt of the whole of the purchase money therefor, he could, although it was not sufficient to satisfy the whole amount due in respect of the legacies.

PRACTICE—SOLICITOR—ACTION BY INFANT BY NEXT FRIEND WHO WAS ALSO AN INFANT—SETTING ASIDE WRIT—PERSONAL LIABILITY OF SOLICITOR FOR COSTS.

Fernée v. *Gorlitz* (1915) 1 Ch. 177. This was an application by the defendants to set aside a writ of summons and service on the ground that the action was by an infant by a next friend who was also an infant. Two of the defendants were the infant's parents, and one of them had suggested the person named as next friend for the plaintiff, and the plaintiff's solicitor had acted on this suggestion. Eve, J., though setting aside the writ and service and ordering the plaintiff's solicitor personally to pay the costs of the defendant Gorlitz, gave no costs to the plaintiff's parents, who for some time after the issue of the writ had been represented by the plaintiff's solicitor.

SOLICITOR AND CLIENT—CHANGE OF SOLICITOR—SCHEDULE OF DOCUMENTS HANDED OVER TO NEW SOLICITOR—COSTS.

In re Morgan (1915) 1 Ch. 182. The only point in this case which need be noticed is that Neville, J., decided that, where there is a change of solicitor, the old solicitor is entitled to charge for a schedule of the documents which he hands over to the new solicitor.

DONATIO MORTIS CAUSA—BONDS PAYABLE TO BEARER—BOX AT BANK—DELIVERY OF KEY TO DONEE.

In re Wasserberg, Union of London and Smith's Bank v. *Wasserberg* (1915) 1 Ch. 195. The validity of a *donatio mortis causa* was in question in this case. The donor, being about to undergo a serious surgical operation and being possessed of certain bonds, payable to bearer, which were in the custody of a bank, which he desired to give to his wife; he discussed the matter with the assistant manager, to whom he ultimately expressed his intention of putting his wife's name on the outside of the parcel of bonds. He visited the bank with his wife, and put the bonds in a sealed parcel and put his wife's name thereon; put them in a locked box, of which he took the key, the box being left in the custody of the bank. He subsequently gave her a list of the bonds and a bunch of keys, on which was the key of the box containing the bonds, and told her to lock them up with the list of the bonds, which she did, in a drawer of her own room, of which she kept the key. The same day the donor went to a nursing home and remained there till he died, four days afterwards. Sargant, J., held that these facts constituted a good *donatio mortis causa* of the bonds.

HIGHWAY—NUISANCE—QUARRY ON LAND ADJOINING HIGHWAY—COLLAPSE OF FENCE AND ROAD—DUTY OF PRESENT OCCUPIER OF QUARRY TO FENCE.

Attorney-General v. *Roe* (1915) 1 Ch. 235 may here be briefly noted for the fact that Sargant, J., decided that where a quarry was opened beside a highway and the then owner of the quarry had erected a wall to protect passers-by from danger from the excavation, on a subsequent collapse of the wall and consequent subsidence of the highway it is the common law duty of the occupier of the quarry to restore the fence and roadway to its former condition, and that this duty does not depend on whether the excavation was made before or after his occupation began, or upon whether or not he was under any liability to his landlord, if any. He holds that the occupier of land adjoining a highway is not only bound to fence, but to support and retain the soil of the highway.

WAR — ALIEN ENEMY — FOREIGN INSURANCE COMPANY WITH BRANCH OFFICE IN ENGLAND—TRADING WITH ENEMY—PROCLAMATION OF OCTOBER 8, 1914.

Ingle v. *Manaheim Insce. Co.* (1915) 1 K.B. 227. By the

Royal Proclamation of October 8, 1914, it was declared that where an enemy has a branch locally situated in British territory, transactions with such branch shall be considered as transactions by or with an enemy. Prior to the proclamation, the plaintiff had insured with the defendant company (a German insurance company), which had a branch in England, and a loss had occurred under such policy prior to October 8, 1914, to recover for which the action was brought. The defendants contended that the right of action was suspended during the war, but Bailhache, J., held that carrying on business with the defendants' branch in England was not (apart from the proclamation of October 8, 1914) a trading with an enemy, and that the proclamation was not retrospective, and that the right of action having accrued before the proclamation was made, the action could still be maintained, notwithstanding the proclamation.

SALE OF GOODS—PERFORMANCE—APPROPRIATION OF CARGO TO CONTRACT—APPROPRIATION MADE AFTER NOTICE TO VENDOR OF LOSS OF CARGO—TENDER AFTER LOSS—CLAUSE AVOIDING CONTRACT IN CASE GOODS SHIPPED DO NOT ARRIVE.

Re Olympia Oil Cake Co. v. The Produce Brokers (1915) 1 K.B. 233. This was a special case on certain points of law. The facts were that a contract for the sale of 6,000 tons of beans was made by the Produce Brokers with the Olympia Oil Cake Co., which provided that "particulars of shipment . . . to be declared by original sellers not later than 40 days from the date of the last bill of lading. . . . In case of resales, copy of original appropriation shall be accepted by buyers and passed on without delay. . . ." Clause 10 provided that "this contract is to be void as regards any portion shipped that may not arrive by the ship or ships declared against the contract." The Produce Brokers had in September, 1912, purchased from the East Asiatic Company, under a similar contract, 6,000 tons of beans. On February 4, 1913, the Produce Brokers received a declaration and appropriation of a cargo of beans for the *Canterbury*, which was stated to have sailed from Vladivostock on January 31. On the same day the Produce Brokers received information that the *Canterbury* had been lost at sea, and, after having received this information, they declared and appropriated the shipment by that vessel to the contract with the Olympia Co. The question for the Court was whether, after the knowledge of the loss of the vessel and cargo, they could make a valid appropriation of it to their contract with the Olympia; and (2) whether they were

entitled to the benefit of the clause relating to resales so as to entitle them, notwithstanding the loss, to require the Olympia to accept the appropriation made by the East Asiatic Co.; and (3) whether they were entitled to treat the contract as avoided under clause 10. The Court (Avory, Rowlatt and Shearman, JJ.) answered all the questions in the negative, the Court holding that the Produce Brokers could not make a valid tender or appropriation of a cargo they knew to be lost, and that, as there was no valid appropriation, there was no shipment in fact to which clause 10 could apply.

SOLICITOR AND CLIENT—STATUTE-BARRED COSTS—ACKNOWLEDGMENT OF DEBT BY CLIENT—ABSENCE OF INDEPENDENT ADVICE —PRESUMPTION OF UNDUE INFLUENCE.

Lloyd v. *Coote* (1915) 1 K.B. 242 is a case which illustrates the jealousy with which the law safeguards the relationship of solicitor and client, in order to prevent it from being made the means whereby a solicitor gains any benefit for himself to his client's detriment. The plaintiff was the executrix of her deceased husband's estate, and the defendant was her solicitor, and had been the solicitor of her deceased husband. He presented to the plaintiff a bill of costs against the deceased, which included many items which were statute-barred, and, without having any independent advice, she, at his request, signed a written acknowledgment of the debt. In her affidavit to obtain probate, prepared by the defendant, this debt was included as a debt due by the estate. The present action was brought for an account, and the two questions discussed are whether an acknowledgment obtained in such circumstances could be relied on by the defendant, and whether the statement in the affidavit for probate was a sufficient acknowledgment. The Divisional Court (Horridge and Rowlatt, JJ.) negatived both questions, the Court being of opinion that in such transactions, where a benefit results to the solicitor, there is a presumption of undue influence, which cannot be rebutted by any evidence. Rowlatt, J., however, is careful to say that in case of a voluntary acknowledgment or payment by the client in respect of a statute-barred debt, the solicitor might be entitled to rely on it. At all events, this case does not decide that he could not.

COSTS—TAXATION AS BETWEEN SOLICITOR AND CLIENT.

Giles v. *Randall* (1915) 1 K.B. 290. This action was compromised and the defendant agreed to pay the plaintiff's costs as

between solicitor and client. On the taxation the taxing officer disallowed certain items which might have been taxable between solicitor and client, but which he held were not taxable when the costs were to be paid by a third party, and certified that where a third party is to pay the costs on a taxation as between solicitor and client, very little more is taxable than on a taxation between party and party. The Court of Appeal held that the taxing officer had proceeded on a right principle, the Court not interfering on a question of quantum.

SHIP—CHARTER PARTY—SALE OF SHIP AND RIGHT UNDER CHARTER PARTY—REFUSAL OF CHARTERER TO LOAD SHIP.

Fratelli Sorentino v. *Buerger* (1915) 1 K.B. 307. A simple question was involved in this case. The plaintiffs, the owners of a ship, entered into a charter party with the defendants, under which the vessel was to proceed to Odessa and receive a cargo. Before the vessel proceeded to Odessa, the plaintiffs sold her to a company, with the benefit of the charter party. The vessel proceeded in due course to Odessa, but the defendants, the charterers, refused to load the vessel, on the ground, as they contended, that the plaintiffs had ceased to be able to perform the contract. On a case stated by an arbitrator, who had found in favour of the plaintiffs, subject to their producing a consent or release from their vendees, Atkin, J., held that the contract was not one which could not be assigned, and that the sale did not prevent the plaintiffs, through the purchasers, performing their part of the contract. He, therefore, held that the award in favour of the plaintiffs must stand.

SALE OF GOODS—C.I.F. CONTRACT—PAYMENT AGAINST SHIPPING DOCUMENTS—"WAR RISK FOR BUYERS' ACCOUNT"—TENDER OF DOCUMENTS.

Groom v. *Barber* (1915) 1 K.B. 316. This is a case arising on a c.i.f. contract. The goods in question were bought in England to be shipped from Calcutta to England under a c.i.f. contract, which contained the clause "war risk for buyers' account." The goods were duly shipped on the steamship City of Winchester at Calcutta, and insured, except against war risks. The vessel was captured by a German cruiser and sunk on August 6. On August 20 the seller received information as to the name of the steamer on which the goods had been shipped in the shape of an invoice, which was on the same day forwarded to the buyers.

On August 21 the news of the loss of the vessel arrived in England. On August 22 the buyers returned the invoice stating that they had previously asked for the name of the steamer, and, as the seller's invoice received the previous day gave the first information on that point, they refused to accept any responsibility in the matter. The matter having been referred to arbitration, the arbitrator made an award in favour of the seller, which was affirmed by the Appeal Committee, and the buyers, therefore, appealed from the award, and Atkin, J., held that the words "War risk for buyers' account" did not mean, as the buyers contended, that the seller was to insure against war risk, and charge the cost to the buyers, but that the buyers themselves had to take the necessary steps to protect themselves from such risks, and that under the contract the seller, in tendering the bill of lading and policy of insurance in usual form, was entitled to payment of the price, and that the loss of the goods in the meantime by risks not insured against did not militate against his right to payment.

CRIMINAL LAW—OBTAINING GOODS BY FALSE PRETENCES—OBTAINING CREDIT BY FALSE PRETENCES—PROCEDURE ON INDICTMENT CONTAINING COUNTS FOR SEPARATE OFFENCES.

The King v. *Norman* (1915) 1 K.B. 341. This was an appeal from a conviction on charges of obtaining goods, and credit, on false pretences. The prisoner was given in charge on the whole indictment, and there was no direction to the jury as to the difference between the offences charged, and they brought in a general verdict of guilty. The Court of Criminal Appeal (Darling, Lush and Atkin, JJ.) held that, in the circumstances, the verdict of guilty should be taken to apply only to the lesser offence of obtaining credit by false pretences, and they reduced the sentence from five years' penal servitude to twelve months' hard labour, which is the maximum sentence for the lesser offence. The Court also express the opinion that, where separate offences are charged, the accused in such a case ought to be tried on one count at a time, and not upon all at the same time.

SHOPS—AUTOMATIC MACHINE AT SHOP DOOR—CLOSING SHOP FOR SERVING CUSTOMERS—TRADING ELSEWHERE THAN IN SHOP.

Willesden District Council v. *Morgan* (1915) 1 K.B. 349. This was a prosecution for contravention of a statute (2 Geo. 5, c. 3) which provides, "Every shop shall, save as otherwise provided by this Act, be closed for the serving of customers not later than

one o'clock in the afternoon on one week day in every week," and which also provides "It shall not be lawful in any locality to carry on in any place not being a shop retail trade or business of any class at any time when it would be unlawful to keep a shop open for the purposes of retail trade or business. . . ." The defendant kept a shop for carrying on business as a dairyman. He closed his shop, but at its door he placed an automatic machine, attached to a reservoir of milk within the shop, whereby persons could obtain milk by depositing money in a slot. The Justices were of the opinion that this did not constitute an infraction of the above-mentioned provisions, and the Divisional Court (Ridley, Avory and Lush, JJ.) were of the same opinion. The shop was closed for serving of customers, and at the same time business was not carried on elsewhere than in a shop, because the milk reservoir was in the shop.

SOLICITOR—COSTS—AGREEMENT WITH CLIENT—SETTING ASIDE AGREEMENT AS TO COSTS—"UNFAIR AND UNREASONABLE"—COLLECTION OF DEBT DUE TO CLIENT—APPROPRIATION TO PAYMENT OF COSTS—PAYMENT—TAXATION—SOLICITORS ACT, 1870 (33-34 Vict. c. 28), ss. 4, 8, 9, 10—(R.S.O., c. 159, ss. 42-49).

In re Jackson (1915) 1 K.B. 371. In this case the validity of an agreement between a solicitor and his client as to costs was under consideration. The client retained the solicitor to defend him on a charge of embezzlement, and also to defend him in a civil action. The retainer was dated June 14, 1912, and thereby the client agreed that the solicitor should receive the proceeds of the sale of certain furniture "to cover" the charges for the defence in the criminal proceedings. The solicitor received these proceeds. The retainer also provided that the solicitor should conduct the defence in the civil proceedings for an inclusive fee of 100 guineas. On June 21, 1912, the solicitor received £100, amount of a debt due to his client, which he claimed was a payment of his costs in the civil proceedings. On October 28, 1912, the client pleaded guilty to the criminal charge, and was sentenced to penal servitude. On October 1, 1912, he had assigned all his real and personal estate to the liquidator of a company which had formerly employed him. The applicant in this proceeding was an administrator of the convict's estate, appointed under a statute in that behalf, and he, on the 20th February, 1914, made a summary application against the solicitor to set aside the agreement, and for delivery and taxation of

a bill pending the proceedings. On the 4th April, 1914 the liquidator assigned the client's estate to the applicant. The solicitor contended that the costs had been paid more than a year before the application, and therefore it was barred. The Master made the order as asked, but, on appeal, Aitken, J., reversed the order on the ground that the application was too late. The Divisional Court (Horridge and Rowlatt, JJ.) over-ruled that objection, and held that the agreement as to the proceeds of the furniture was not an agreement respecting "the amount and manner of payment" within s. 4 of the Solicitors Act, 1870 (see R.S.O., c. 159, s. 49), because it did not fix the amount of the costs, but merely provided that the proceeds were "to cover" them, which should be construed as merely providing a fund for the payment thereof, whatever the amount might be, but not that the costs were necessarily to be as much as the proceeds. The Divisional Court, therefore, held that the Master was right in ordering the delivery of a bill and taxation of those costs. With regard to the question as to whether there had been a payment of the costs of the civil proceedings, they referred it back to the Master to make further inquiry as to whether what had taken place amounted to "payment," intimating that the mere receipt of the money by the solicitor would not necessarily amount to a payment, unless it was shewn that it was so received and so applied as payment with the client's consent. The payment of £100 in respect of a debt of £105 would *prima facie* be only a payment on account, and not such a "payment" as would preclude taxation. The Divisional Court also held that, although the applicant might not have had a good title to apply when the proceedings were instituted, he might, nevertheless, rely on his subsequent acquisition of title under the assignment from the liquidator.

PUBLIC AUTHORITIES PROTECTION—LIMITATION OF TIME FOR BRINGING ACTION—ACTION FOR DAMAGES—STATUTORY DUTY OR AUTHORITY—VOLUNTARY CONTRACT—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56-57 VICT. c. 61), s. 1—(R.S.O., c. 89, s. 13 (1)).

Myers v. *Bradford* (1915) 1 K.B. 417. The defendants were authorized to manufacture and sell gas and coke. They contracted to sell coke to the plaintiff, and, in the course of delivering it, their servant injured the plaintiff's premises, and the action was brought to recover for the damages so occasioned. The injury complained of took place more than six months prior to the com-

mencement of the action, and it was objected that it was, consequently, barred under the Public Authorities Protection Act, 1893 (56-57 Vict. c. 61), s. 1 (R.S.O., c. 89, s. 13), which requires that actions against any public authority for anything done in the execution of its statutory duty or authority shall be brought within six months from the commission of the act complained of. The Court of Appeal overruled the objection, holding that, though the coke was sold under a statutory authority, yet the act being done in the execution of a voluntary contract, and not in the execution of any public duty or authority, it was not within the Act, which, therefore, afforded no defence.

DISTRESS—RENT—EXEMPTION—GOODS OF STRANGER —"GOODS COMPRISED IN HIRE-PURCHASE AGREEMENT"—LAW OF DISTRESS AMENDMENT ACT, 1908 (8 EDW. 7, c 53), s. 4—(R.S.O. c. 155, s. 31).

Jay's v. *Brand* (1915) 1 K.B. 458. In this case the Court of Appeal (Buckley, Phillimore and Pickford, L.JJ.) have affirmed the decision of the Divisional Court (1914), 2 K.B. 132 (noted *ante*, vol. 50, p. 342). The action was for illegal distress. The goods distrained consisted of furniture leased by the plaintiffs to one Bray, the tenant of the defendant, under a hire-purchase agreement, which provided, "If the hirer does not duly observe and perform the agreement, the same shall *ipso facto* be determined, and the hirer shall forthwith return the goods to the owners, and the owners shall be entitled to retake possession of the same as being goods wrongfully detained by the hirer, and for that purpose to enter on any premises where the goods may be." Bray, becoming in default for rent of the goods, the plaintiffs served on him a notice terminating the agreement, and endeavoured unsuccessfully to retake possession of the goods. The next day the defendant, the landlord, distrained the goods for rent, which the plaintiff claimed was unlawful, because, before the distress, they had terminated the agreement, but the Divisional Court held that, notwithstanding the notice, the agreement was still subsisting, as under it the plaintiffs were empowered to retake the goods, and, therefore, in law the goods were still comprised in the hire-purchase agreement and liable to distress.

CRIMINAL LAW—TRIAL—JURYMAN SEPARATED FROM COLLEAGUES AFTER JUDGE'S CHARGE—EFFECT ON TRIAL.

In *The King* v. *Ketteridge* (1915), 1 K.B. 467, which was a criminal case, one of the jurymen, after the Judge's charge, got

separated from the rest of the jury, and was in a position to converse with other persons, he having left the building where the trial was held, and been absent a quarter of an hour, through some misunderstanding of what he was intended to do, and it was held by the Court of Criminal Appeal (Darling, Lush and Atkin, JJ.) that this rendered the whole proceedings abortive, and that the conviction of the prisoner must be quashed.

CRIMINAL LAW — PLEA OF GUILTY — MISAPPREHENSION OF PRISONER AS TO MEANING OF INDICTMENT—ABSENCE OF FELONIOUS INTENT—PLEA OF "GUILTY" WRONGLY ENTERED.

The King v. *Ingleson* (1915) 1 K.B. 512. In this case the defendant was indicted for stealing horses, and also for receiving, knowing them to be stolen. The prisoner pleaded "Guilty," and, on being asked whether he had anything to say why sentence should not be pronounced, he said that he was guilty of taking the horses not knowing they were stolen. He was then sentenced. On an appeal by the prisoner, the Court of Criminal Appeal (Coleridge, Rowlatt and Shearman, JJ.) held that, in the circumstances, the plea of guilty ought not to have been entered, and it was ordered to be struck out, and all subsequent proceedings were set aside, and a plea of "not guilty" was ordered to be entered, and the case was remitted for trial, on the ground that the prisoner had clearly thought that he was guilty though he had no felonious intent to steal.

CRIMINAL LAW—BEGGING IN STREET—VAGRANCY ACT, 1824 (5 GEO. 4 c. 83), s. 3—(CR. CODE, s. 238 (*d*)).

Mathers v. *Penfold* (1914) 1 K.B. 514. This was a prosecution for begging in the street, contrary to the Vagrancy Act (5 Geo. 4 c. 83), s. 3 (see Cr. Code, s. 238 (*d*)). The defendant was a member of a trade union, and, owing to a trade dispute, was out of work. The union organized a collection of funds to relieve their members who were out of work and their families, and, in order to check the collectors, tickets were authorized to be issued and offered for sale. The accused had accosted persons on the street, asking them to buy some of these tickets, and also to assist him as he was out of work owing to a strike. In no case did any of the persons solicited buy any of the tickets or give him any money. The moneys collected from the sale of the tickets were divided between certain members of the union out of work and their families, irrespective of the fact that some had collected and others had not. The magistrate acquitted the

accused, but stated a case, in order that it might be considered whether *Pointon* v. *Hill*, 12 Q.B.D. 306, should be reviewed. The Divisional Court (Darling, Bankes, Avory, and Lush, JJ.) were of the opinion that the case was not within the Act, which they considered did not apply to persons soliciting for a charitable object in which they themselves might have an interest, but was directed against idle persons who had taken up or apparently intended to take up begging as an occupation and means of living. The Court thought that *Pointon* v. *Hill* had been well decided.

ADULTERATION OF FOOD—COFFEE MIXED WITH CHICORY—PRINTED NOTICE ON PACKAGE—SALE OF FOOD AND DRUGS ACT, 1875 (38-39 VICT. c. 63), ss. 6, 8—(R.S.C. c. 133, s. 24 (*a*)).

Clifford v. *Battley* (1915) 1 K.B. 531. This was a prosecution under the Adulteration Act, 1875, 38 & 39 Vict, c. 63, ss. 6, 8 (R.S.C. c. 133, s. 24 (*a*)). The facts were that the prosecutor went to the shop of the defendant, a grocer, and requested him to sell to him a number of articles, including ½ lb. of coffee. The articles were supplied in separate packages, wrapped together in one parcel, for the convenience of the prosecutor in carrying them away. On reaching home he discovered that the package containing the coffee had on it a printed label stating, "This is sold as a mixture of coffee and chicory." The prosecutor did not see nor did he have any opportunity of seeing this label before he left the defendant's shop. The coffee contained 22 per cent. of chicory. The admixture was not excessive and was not intended fraudulently to increase the bulk, weight or measure of the article sold, nor to conceal its inferior quality, and it is a usual and well-known practice to mix chicory with coffee and sell it in a wrapper bearing the words used in the present case. The Divisional Court (Darling, Bankes, Lush and Atkin, JJ., Avory, J., dissenting) held that this constituted no breach of the Act, and that it was not necessary that express notice of the mixture should have been given at the time of sale. Darling, J., observed that he entirely agreed with the reasoning of Rowlatt, J., in *Batchelour* v. *Gee* (1914), 3 K.B. 242, which, however, he thought ought to have led to exactly the opposite conclusion at which the learned Judge arrived.

NEGLIGENCE—RAILWAY COMPANY—OMISSION TO FENCE BANK IN YARD—DUTY TO PERSONS COMING ON PREMISES FOR BUSINESS—STATION YARD—OPEN CULVERT—HORSE AND CART UNATTENDED.

In *Norman* v. *Great Western Ry.* (1915) 1 K.B. 584, the Court of Appeal (Buckley, Phillimore and Pickford, L.JJ.) have over-

ruled the decision of the Divisional Court (1914), 2 K.B 153 (noted *ante*, vol. 50, p. 343). The facts were that the plaintiff was in the habit of going with his horse and cart to the defendants' station yard, to receive or deliver goods. The yard was bounded on one side by a sloping bank, at the bottom of which was an open culvert. This bank was not protected by a fence. On the occasion in question the plaintiff left his horse and cart unattended, as he had been accustomed to do, at the door of the weigh-house, while he went inside to transact business. The cart was about 40 feet away from the bank. The horse backed the cart and was ultimately dragged over the bank into the culvert, and horse and cart were injured. The judge of the County Court held that the defendants were liable; the Divisional Court was divided in opinion. The Court of Appeal held that there was no evidence of any breach of duty on the part of the railway company causing the accident, and that the action must be dismissed. Their Lordships were of the opinion that the absence of the fence was not the cause of the accident, but rather the absence of the driver.

FALSE IMPRISONMENT—MINER IN COAL MINE—REFUSAL TO WORK —REFUSAL OF EMPLOYERS TO AFFORD WORKMAN FACILITY FOR LEAVING MINE.

Herd v. *Weardale Steel C. and C. Co.* (1915) A.C. 67. This was an action by a miner against his employers to recover damages for alleged false imprisonment. The facts, briefly, were as follows:—The plaintiff descended the defendants' mine at 9.30 a.m., and, when there, wrongfully refused to work. At 11 a.m. he demanded to be raised to the surface in a lift, which was the only means of egress from the mine, and was refused facilities therefor until 1.30 p.m., although the lift had been available for carriage of men to the surface at 1.10 p.m. In the ordinary course of business he would not have been entitled to be raised to the surface until 4 p.m., at the conclusion of his shift. The plaintiff claimed that this refusal to raise him to the surface between 1.10 and 1.30 p.m. was an illegal detention. The House of Lords (Lord Haldane, L.C., and Lords Shaw, and Moulton, affirming the Court of Appeal (1913), 3 K.B. 771), decided that it was not, and that the plaintiff had no cause of action. Their Lordships were of the opinion that the maxim, *volenti non fit injuria*, applied, and that the plaintiff had no right to be raised until the end of his shift, and that there was no obligation on the part of the defendants to afford him egress from the mine at any

other time, except at their own discretion, except in case of sudden illness or injury, when there would be an implied obligation to bring him to the surface without delay.

CONTRACT—PENALTY OR LIQUIDATED DAMAGES.

Dunlop Pneumatic Tyre Co. v. *New Garage and M. Co.* (1915) A.C. 79. The plaintiffs entered into an agreement with the defendants, in consideration of their being supplied with goods of the plaintiffs' manufacture (being tires, covers and tubes for automobiles), (1) that they would not alter or remove the plaintiffs' trade marks; (2) that they would not sell or offer for sale such goods below the prices named in plaintiffs' price list; (3) nor supply such goods to persons the plaintiffs should forbid or exhibit goods of plaintiffs' manufacture at any exhibition without the plaintiffs' consent; (4) or export goods of plaintiffs' manufacture without plaintiffs' consent; (5) that defendants would pay £5 by way of liquidated damages for every tyre cover or tube sold in breach of the agreement. The question in the case was whether this payment of £5 was to be construed as a penalty or as liquidated damages. The Court of Appeal decided that it was a penalty merely; the House of Lords (Lords Dunedin, Atkinson, Parker, Waddington and Parmoor) have reversed that decision, and hold that it was liquidated damages. In Lord Dunedin's judgment, on pages 86-88, will be found a useful summary of the principles on which the Court proceeds in such cases.

Correspondence

MARRIAGE—PROHIBITED DEGREES.

To the Editor, CANADA LAW JOURNAL:

SIR,—Mr. Raney is again mistaken in his letter in your issue of April last on p. 153. He says he intended to have referred to 25 Hen. 8 c. 22. But that Act, on its face, shews that the "Divorce" had taken place, and also Henry's marriage with Ann Boleyn, before the Act was passed. It merely gave a Parliamentary sanction to something which had already been done. Mr. Raney suggests that the judgment of the Ecclesiastical Court was void and that Cranmer had no jurisdiction; apparently forgetting that by 24 Hen. 8 c. 12 appeals to Rome had been abolished, and, therefore, the Pope's judgment really had no legal validity. But all this is really beside the mark; my substantial objection to Mr. Raney's remarks is that he seeks, as I think without any ground, to throw discredit on "the prohibited degrees" as established by Henry's Parliament. In Martin Luther's statement of things requiring reformation in the Church, put forth in 1520 (see Harvard Classics, vol. 36, p. 325), he included this very question of prohibited degrees, and, if we compare what Henry's Parliament did with the remedy Luther proposed, it will be seen that the former was a far more reasonable and effective remedy. While Mr. Raney seems to discredit that remedy, it will be noted he does not suggest any better.

He professes to be bewildered by divergent views expressed regarding the interpretation which Henry's Parliament place on the Levitical law as regards marriage with a deceased wife's sister and he quotes from one of the judgments in *Rex* v. *Dibdin*. I might also quote some ridiculous remarks from the same case, but forbear. I agree with Mr. Raney that an argument such as he quotes founded on the fact that the Act legalising marriage with a deceased wife's sister was passed with the advice of the Lords Spiritual, when the Judge must have known that, as a matter of fact, all the Lords Spiritual present at the third reading had voted against the Act, is difficult to understand, and I do not wonder that it bewilders Mr. Raney. But, *per contra*, Lord Coke agrees with the interpretation of Henry's Parliament and that of the Lords Spiritual of King Edward's Parliament (see 2 Last. p. 683), where he says: "*Quia eandem rationem propin-*

quitatis cum eis qui nominatim prohibantur, et sic de similibus," according to which principle, marriage with a deceased brother's wife being explicitly forbidden, it follows that marriage with a deceased wife's sister is also forbidden.

G. S. H.

As before, it would seem best to let Mr. Raney himself answer the above letter. His reply, which will conclude the discussion, is as follows:—

"It seems to transpire now, as often happens in arguments, that there really is little or nothing substantial in controversy between Mr. Holmested and myself. He is strong on the prohibited degrees. I have no quarrel with them, at this stage of the discussion at all events, provided they are kept intact. One prohibition, more or less, in the matrimonial line is not perhaps very important. My criticism was intended to be directed to the inconsistency of prohibiting a woman from marrying her deceased husband's brother or her deceased husband's nephew and permitting a man to marry his deceased wife's sister or deceased wife's niece, and incidentally to the motives which, according to my reading of history, actuated the Parliament of Great Britain in the reign of Henry VIII., and afterwards in the reign of William IV., in dealing with the subject. However else Mr. Holmested and I may differ, we shall at least agree on the desirability of legislation, both in Great Britain and in the Dominions, that will put this subject on such a footing that a son who is an heir in Canada shall not be a son without a father in Great Britain, or *vice versa*. If the discussion in the CANADA LAW JOURNAL should fortunately have the effect of doing something to promote such legislation, a useful purpose will have been served, and that no matter which way the question of the prohibited degrees may be resolved."

And so we leave this subject for the present. Some legislation may be desirable, but whether it is or not, it is unlikely under present conditions.

ED. C.L.J.

Reports and Notes of Cases.

Dominion of Canada.

SUPREME COURT OF CANADA.

QUE.] PRICE *v.* CHICOUTIMI PULP CO. [March 15.

Libel — Business reputation — Action by incorporated company — Truth of facts alleged—Fair comment—Justification—Public interest—Qualified privilege—Charge to jury—Misdirection — Misleading statements—Practice—Evidence of special damage— New trial.

There being a dispute between the parties as to the ownership of certain lands, the plaintiffs, a commercial corporation, obtained special legislation vesting the lands in question in the company. On becoming aware of this legislation, the defendant published letters in several newspapers accusing the company of obtaining it by political influence and preventing him vindicating his title in the courts. In an action to recover damages for libel, the trial Judge told the jury that the defendant's defence of justification would be established if they were satisfied that, although in fact untrue, the defamatory statements had been made in honest belief of their truth, and that, if the publications were an honest comment on the facts as stated, that, in itself, would be sufficient to establish the defence of fair comment. On the findings of the jury, judgment was entered for the defendant, but this judgment was set aside, on the ground of misdirection, by the judgment appealed from and a new trial ordered.

Held, per curiam, that where damages of a special nature have been suffered in respect of its property or business reputation, a commercial corporation can maintain an action for libel.

Held, per Idington, Duff, Anglin and Brodeur, JJ., Davies, J., dissenting, that the directions by the trial Judge as to the defences of justification and fair comment were erroneous and misleading.

Per Davies, J., dissenting. Taken as a whole, the charge of the trial Judge was clear and explicit and placed the material issues fairly before the jury, and, consequently, the judgment entered at the trial on the findings of the jury ought not to be disturbed.

Per Anglin, J., dissenting. That, as a Judge could not properly rule or a jury reasonably find that the defendant's letters were

calculated to injure the property of the plaintiffs or their business reputation, as a commercial corporation, they could not recover without proof of special damage.

Judgment appealed from, Q.R. 22 K.B. 393, affirmed, Davies and Anglin, JJ., dissenting.

Appeal dismissed with costs; cross-appeal dismissed with costs.

G. G. Stuart, K.C., and *L. St. Laurent* for the appellant. *E. Belleau*, K.C., and *A. Taschereau*, K.C., for the respondents.

MAN.] PHELAN *v.* GRAND TRUNK PACIFIC RY. CO. [March 15.

Railways — Operation — Equipment — Coupling apparatus—Duty to provide and maintain—Protection of employees—Inspection —"Inevitable accident"—Negligence—Findings of jury—Evidence—Common employment—Conflict of laws—"Railway Act," R.S.C., 1906, c. 37, s. 264—Construction of statute vis major.

A car attached to a fast-freight train arrived at a station on the railway, in Saskatchewan, during a cold night in the winter; it was equipped with an approved coupling device, as required by s. 264 (*c*) of the Railway Act, R.S.C., 1906, c. 37, and, on the arrival of the train, it had been inspected according to the usual practice and no defect was then found. When the train was being moved for the purpose of cutting out the car, the uncoupling mechanism failed to work, and, in consequence, the plaintiff, an employee, received injuries. Subsequently the coupler was taken apart, and it was then discovered that the locking-block was jammed with ice (not visible from the exterior), which had formed inside the chamber and prevented its release by the uncoupling device used to disconnect the car before the train was moved. In an action for damages, instituted in the province of Manitoba, the jury found that the company had been negligent "through lack of proper inspection," and judgment was entered on their verdict. On appeal from the judgment of the Court of Appeal for Manitoba, setting aside the verdict, and entering judgment for the defendants.

Held, *per* Fitzpatrick, C.J., and Davies and Anglin, JJ. The obligation resting upon the company, both under the statute and at common law, was discharged by the customary inspection of the car which had been made according to what was shewn to be good railway practice, and there was no further duty imposed

in regard to unusual conditions not perceivable by the ordinary methods of inspection.

Per Davies and Anglin, JJ. Viewed as a finding upon a question of fact, the verdict of the jury upon the technical question as to the system of inspection should be set aside as being against evidence. *Jackson* v. *Grand Trunk Ry. Co.*, 32 Can. S.C.R. 245; *Jones* v. *Spencer*, 77 L.T. 537; *Metropolitan Asylum District* v. *Hill*, 47 L.T. 29; *Jackson* v. *Hyde*, 28 U.C.Q.B. 294; and *Field* v. *Rutherford*, 29 U.C.C.P. 113, referred to.

Per Anglin, J. (Idington, J., *contra*). The defence of common employment, although taken away by legislation in the province of Saskatchewan, where the injuries were sustained, was available as a defence in the Courts of Manitoba, where the action was brought. *The "Halley,"* L.R. 2 P.C. 193, referred to.

Judgment appealed from, 23 Man. R. 435, affirmed, Idington and Duff, JJ., dissenting.

Per Idington and Duff, JJ., dissenting. Section 264 of the Railway Act imposes upon railway companies the absolute and continuing duty not only to provide, but also to maintain in efficient use the apparatus thereby required; where it is shewn that the appara[illegible] failed to operate, when used, the onus is upon the railway company to shew that there had been a thorough inspection thereof made to ascertain that it was in efficient working order before the train was moved. *Johnston* v. *Southern Pacific Ry. Co.*, 25 S.C. Repr. 158, referred to.

Appeal dismissed with costs.

F. B. Proctor, for appellant. *C. H. Locke*, for respondents.

Book Reviews.

The Principles of Equity. By Edmund H. T. Snell, Barrister-at-law. 17th Edition by H. Gibson Rivington, M.A. and A. Clifford Fountaine. London: Stevens & Haynes, Law Publishers, Bell Yard, Temple Bar.

The announcement of a new edition of Snell's Equity from which generations of law students have learned their equity from the time when the memory of man runneth not to the contrary is sufficient without a review. How we have "crammed" it, and with what trepidation did we scan the Examiner's questions when the fatal day came!

Bouvier's Law Dictionary and Concise Encyclopedia. By JOHN BOUVIER. Third revision, being the 8th edition. By FRANCIS RAWLE, of the Philadelphia Bar. (3 Vols.). Kansas City, Mo.: Vernon Law Book Company, St. Paul, Minn. West Publishing Company. 1914.

The editor in preparing this third revision treats more fully all encyclopedic titles except those in which there has been no development of recent years, and has added many dictionary and other minor titles not found in the last revision. As a field of legal literature widens out this of course has been found a necessity and the work now covers three volumes. Owing to the similarity between the laws of the Dominion and those of the United States, and as this widening out is in the direction of the development of this continent it is well to have a dictionary of this sort in addition to any law dictionary published in the mother country. The work however, is so well and so favourably known that it is not necessary to further enlarge. It is a necessity in every lawyer's library.

Leading Cases in Canadian Constitutional Law. By A. H. F. LEFROY, K.C. Toronto: Carswell Company, Ltd. 1914.

This little book of 112 pages purports to be a complete collection of leading decisions under that part of the constitution in the Dominion of Canada which is comprised in the British North America Act, 1867. It is designed mainly for the use of students, but good for their masters in the law; and one can naturally suppose that one so well versed in constitutional law as Mr. Lefroy, has made a careful selection. It being the duty as well as privilege of a reviewer to criticize, we might suggest that a few lines at the beginning of each case indicating the subject dealt with would be a desirable addition.

The Lawyers Reports Annotated. New series, Book 52, BURDETT A. RICH and HENRY P. FARNHAM, editors. Rochester, N.Y.: The Lawyer's Co-Operative Publishing Company.

This series of reports is one of "the seven wonders of the world" in the way of law reporting. It not only reports all United States cases of any value, but it gives what is in reality a continuous stream of text books of the most modern character.

The number of cases decided is legion. Too much "legion" for that matter for a practitioner; but the evil of quantity is as much as possible alleviated by the careful selection made. The annotations cover every phase of litigation. The indices which are sent from time to time bring the contents of the series down to date, so that no time is lost the practitioner. Those of our readers who wish to know all the law on subjects dealt with (the citations are not confined to American cases only, but include English and Canadian) had better subscribe.

War Notes.

On May 23rd war was declared by Italy against Austria, but as yet no formal declaration of war as between Germany and Italy.

The reputation which our Canadian soldiery has acquired for desperate valour and dogged endurance during the present war has been gained at a sad loss of life, limb and liberty. No exact figures are available as to the casualties since they went to the front, but it is estimated that the total list up to the end of last month would be about 6,500, out of probably about 16,000 on active service in France and Belgium. Of this 6,500 it is estimated that probably about 1,200 have been killed, and as many missing, which would leave over 4,000 as wounded.

The necessity for placing Teutons where they cannot do things which would shew them to be rather of the nature of wild beasts than of human beings has become evident to the long-suffering Britisher. The *Law Times* of May 15th claims that more energetic action in this direction is necessary. The writer says:—"It is to be hoped that immediate steps will be taken to deal with the thousands of alien enemies who at present are left in practically complete liberty up and down the country. In order to be of any use at all, the measures adopted must be complete, and the only effective measures are internment and repatriation. We would also call our readers' special attention to the new French naturalisation law, the terms of which were published last week. A like law might well be adopted in this country, for the naturalised Teuton, in many cases, is as great a menace to the State as his compatriot who has not gone through the mere formality of obtaining naturalisation."

This may strengthen the hands of those who are responsible for taking care of the Germans in this country. We are glad to know that we are all beginning to realize the gravity of the situation. It is rather appalling to think of what would be necessary in this line should the United States be compelled to declare war against Germany; an event much to be deplored, but which the latter country seems desirous of forcing.

We all deeply sympathise with Mr. H. Gordon Mackenzie, Barrister, of Toronto, in the loss of his two sons, who laid down their lives for their country in the recent desperate fights near Ypres; and not with him only (though his loss up to this date has been the most severe), but with all of our brotherhood who have suffered in the same way; and there are sadly too many of them. The news also comes of the death of Lieut. A. N. Morgan, Barrister, of New Liskeard, Ont., son of Henry J. Morgan of Ottawa; also of Lieut. David Mundal of Moosemin, Sask., a young man of bright prospects and promise.

We should be glad to receive from any of our subscribers any information which may be of interest in connection with those of the profession who are on active service.

The British Cabinet has been, as announced by the Premier on the 25th ult., reconstructed on a coalition basis for a more effectual carrying on of the war. The invitation given by Mr. Asquith to the Opposition leader to join forces with the Liberal Party for the above purpose is as follows:—

"After long and careful consideration, I have definitely come to the conclusion that the conduct of the war to a successful and decisive issue cannot be effectively carried on except by a Cabinet which represents all the parties in the State. I need not enter into reasons sufficiently obvious which point to this as the best solution in the interests of the country of the problems which the war now presents; nor does the recognition of its necessity involve any disparagement on my part of the splendid service which, in their several spheres, my colleagues have rendered to the Empire. In this great and trying emergency my colleagues have placed their resignations in my hands, and I am, therefore, in a position to invite you and those who are associated with you to join forces with us in a combined Administration, in which I should also ask the leaders of the Irish and Labour Parties to participate, whose common action, without prejudice to the future prosecu-

tion of our various divergent political purposes, should be exclusively directed to the issues of the war."

The *personnel* of the Cabinet, as reconstructed, is as follows:—

Prime Minister and First Lord of the Treasury—Herbert H. Asquith, K.C.
Minister without portfolio—Lord Lansdowne.
Lord High Chancellor—Sir Stanley O. Buckmaster, K.C.
Lord President of the Council—Lord Crewe.
Lord Privy Seal—Lord Curzon of Kedleston.
Chancellor of the Exchequer—Reginald McKenna.
Home Secretary—Sir John A. Simon, K.C.
Foreign Secretary—Sir Edward Grey.
Colonial Secretary—Andrew Bonar Law.
Secretary for India—J. Austen Chamberlain.
Secretary for War—Lord Kitchener.
Minister of Munitions—David Lloyd George.
First Lord of the Admiralty—Arthur J. Balfour.
President of the Board of Trade—Walter Runciman.
President of the Local Government Board—Walter H. Long.
Chancellor of Duchy of Lancaster—Winston Spencer Churchill.
Chief Secretary for Ireland—Augustine Birrell.
Secretary for Scotland—Thomas McKinnon Wood.
President of Board of Agriculture—Lord Selborne.
First Commissioner of Works—Lewis Harcourt.
President of Board of Education—Arthur Henderson.
Attorney-General—Sir Edward Carson, K.C.

Seven of the above are members of the legal profession, namely:—Mr. Asquith, Sir Stanley O. Buckmaster, Sir John A. Simon, David Lloyd George, Augustine Birrell and Sir Edward Carson.

Province of New Brunswick

The members of the profession in this province who have enlisted for active service are as follows: Colonel H. H. McLean, K.C.; Lieut.-Colonel W. Henry Harrison, Major C. Herbert McLean, Major Edward C. Weyman, Lieut. Cyrus F. Inches, Herbert J. Smith, C. F. Sanford, H. F. McLeod, K.C.; Percy A. Guthrie, A. N. Vince, E. K. Connell, G. R. McCord, A. E. G. McKenzie, I. C. Spicer, H. H. Vanwart.

Alberta

Barristers who have enlisted for active service overseas:—

Stanley Livingstone Jones, K.C., Lieut. Princess Patricia Regiment, Calgary; Daniel Lee Redman, Lieut. 10th Battalion,

Calgary; Geoffrey Grant Lafferty, Lieut. Lincolnshire Battalion, Calgary; Reginald Stewart, Major 31st Battalion, Calgary; William Antrobus Griesbach, Lieut.-Col. 49th Battalion, Edmonton; Frederick Charles Jamieson, Major, Edmonton; Charles Arthur Wilson, Edmonton; George Thorold Davidson, Medicine Hat; Ivor Stanley Owen, Medicine Hat; James Hampton Brown Will, Athabasca; Arthur Charles Kemmis, Lieut.-Col. 13th Mounted Rifles, Pincher Creek; William Hector McLelland, Lieut. Artillery, Lethbridge; Henry Seymour Tobin, Lieut.-Col. 29th Battalion, Vancouver; Henry Squires Steele, Victoria; Robert Fulton Barnes, Macleod; David Christie Black, Army Service Corps, Calgary.

Students who have enlisted for active service overseas:—

W. Roberts Lister, Edmonton; Stanley Harold Kerr, Edmonton; Herbert Austin Beck, Edmonton; Rowan Purdon Fitzgerald, Edmonton; Humphrey Burnett Phillips, Edmonton; Alfred Koch, Edmonton; Charles Yardley Weaver, Capt. "A" Company, 49th Battalion, C.E.F., Edmonton; James Christian Lawrence Young, Edmonton; Desmond St. Clair George, Corp. 31st Battalion, Red Deer; John Francis Costigan, Capt. 50th Battalion, Calgary; John Francis Proctor, Capt. 50th Battalion, Calgary; Joshua Stanley Wright, Adjutant 50th Battalion, Calgary; Arthur Gardner Lincoln, Capt. "A" Squadron, 13th Mounted Rifles, Calgary; James Hugh Campbell, Lieut. "B" Squadron, 13th Mounted Rifles, Macleod; Ernest Frederick John Vernon Pinkham, Capt. 31st Battalion, Calgary; Ross Malford Sherk, Olds.

Of the above the only names that have as yet appeared in the casualty list are: Lieut. Jones, K.C., who was wounded but has again gone to the front, and Lieut. Redman, who was wounded at Ypres on 25th April.

Bench and Bar.

The *Canada Gazette* tells us that His Majesty has been pleased to approve of the retention of the title of Honourable by Sir Charles Peers Davidson, on his retirement of the Chief Justiceship of the Supreme Court of Quebec. He appears therefore to be entitled of right to this distinction, whereas it is only according to other retired judges, so far as we know, as a matter of courtesy.

OBITUARY

His Honour David John Hughes,

Late Judge of the County of Elgin.

A notable figure passed off the scene when the late Judge Hughes died at St. Thomas, on April 21st, in his 95th year.

Mr. Hughes was born in Kingsbridge, Devonshire, England, on 7th May, 1820. In 1832 the family came to Lower Canada. Subsequently Mr. Hughes moved to St. Thomas, where he was called to the Bar in 1842. In December, 1843, he went to Woodstock, practicing law there until 1847, when he went to London, forming a partnership with Mr. Wilson. In 1853 he was appointed Judge of the County Court of the County of Elgin, where he resided until his death. His first wife was Miss Richardson, daughter of the late Richard Richardson, Manager of the Bank of Upper Canada at London, Ontario. His second wife was the daughter of the late Edward Rowland of St. Thomas.

No better estimate of his character could be given than what appears in the *St. Thomas Times*, which we copy and bear witness to its accuracy:—

"The death of His Honour Judge Hughes marks the close of a long and remarkable career. His wonderful vitality, nearly a quarter of a century after having passed the mile-stone of man's allotted span, had for years rendered the venerable jurist a notable figure in the life of the community. With a record of one year more than half a century actually presiding on the bench in our courts of law, the late Judge Hughes was for many years a dominating personality in legal circles in this country. A man of fixed convictions and unalterable principles of the highest order, he dispensed justice inpartially according to the dictates of his well-balanced legal mind, and to his careful interpretation of the statutes of the land. His grave, scholarly and stern cast of countenance masked a kindly spirit, and his keen, shrewd eye could twinkle with whatever humour appealed to him. While undoubtedly he owed his longevity and splendid constitution largely to the sturdy stock from which he descended, he also owed much to his rational mode of life and the fact that his constitution never suffered ill-treatment at his hands. The name of His Honour Judge David John Hughes will ever be inseparably bound up with the annals of Elgin and, to some extent, Middlesex, counties. His passing severs one of the fast disappearing links connecting Elgin County and St. Thomas with the early days of development in every walk of life."

Judge Hughes was a frequent and valued contributor to the columns of this Journal; and the writer has a very pleasant and grateful remembrance of most valued assistance from him in the preparation of the last edition of his Division Court Manual. Judge Hughes had a thorough mastery of the practice and procedure of the local courts and of the various important matters which come before County Court Judges in the discharge of their duties. He lived an honourable and useful life.

HIS HONOUR ALEXANDER FINKLE,

Late Judge of the County Court of Oxford.

We regret to record the death of the late Judge Finkle, which occurred on the 28th ultimo at his residence at Woodstock, at the age of 74 years. The deceased was born at Woodstock, where he resided the greater part of his life. He was educated at the Grammar School there, was called to the Bar in 1862, and in 1886 was appointed County Judge. He resigned that position in October of last year. He was very popular with the profession, an able Judge, and much respected citizen.

JUDICIAL APPOINTMENTS.

His Honour Alphonse Basil Klein, Junior Judge of the County Court of the County of Bruce, Province of Ontario, to be Judge of the County Court of the County of Bruce, vice His Honour Judge Barrett, deceased. (May 12.)

Alfred Mansell Greig, of the Town of Almonte, Province of Ontario, Barrister-at-law, to be the Junior Judge of the County Court of the County of Bruce.

Hon. Wallace Graham, Judge in Equity of the Supreme Court of Nova Scotia, to be Chief Justice of the Supreme Court of Nova Scotia, in the room and stead of Sir Charles James Townshend, who has resigned the said office. (April 19, 1915.)

Hon. Mr. Justice Ritchie, one of the Puisne Judges of the Supreme Court of Nova Scotia, to be Judge in Equity of the said Court, in the room and stead of Hon. Wallace Graham, formerly the Judge in Equity, promoted to the Chief Justiceship of the said Court. (May 12, 1915.)

Status of Employers While Riding in Employers' Conveyance—*Ib.*, April 16-23.
Invasion of the Insurance Field by States by Workmen's Compensation Laws—*Ib.*, April 30.
Aircraft Attacks—*Law Magazine*, May.
Householders' Liability for Damage Caused by Falling Tiles, *Ib.*
Reprisals in War Time—*Ib.*
Judicial Statistics, England and Wales, 1913—*Ib.*

Flotsam and Jetsam.

A bill has been introduced into the Missouri legislature making it a misdemeanor to swear. Each year, according to the provisions of the bill, every man must appear before the court clerk and make affidavit as to the number of times he has used profanity during the year, and fines or taxes are to be imposed according to the returns so made. Punishment for perjury can be inflicted for false returns. If this bill is enacted into law its effect as a deterrent of profanity will have to be somewhat discounted by the no inconsiderable amount of "swearing off" that will be done before the clerks of court. It is not likely, however, that the bill will be reported out of committee. Not that there will be any lively consciousness on the part of the Missouri legislators as to the futility of attempting to legislate morality into people, but rather that the bill obviously attacks a cherished privilege of the legislators themselves. Their reformatory energies will doubtless be directed into other and less personal channels. They will be apt to

"Compound for sins they are inclined to,
By damning those they have no mind to."

The statement made by Henry Ford, the automobile manufacturer, before the Industrial Commission, that he could reclaim and make men of prison convicts by putting them to work in his plants, is being given a practical test. A Cincinnati Judge has taken advantage of Mr. Ford's offer to allow the sentencing of men to work in his shops, and has recently sent a young man convicted of non-support of his wife and child to the Detroit plant instead of to jail.—*Law Notes.*

ARTICLES OF INTEREST IN CONTEMPORARY JOURNALS.

Trial by Courtmartial—*Law Magazine and Review*, February.
Sales without Reserve—*Ib.*
Some Changes in the Law of Naturalization—*Ib.*
Contraband of War—*Ib.*
Compulsory Service—*Law Notes* (England), February.
The Suppression of Contraband Trade—*Case and Comment*, January.
Right of Belligerent Vessel in Neutral Port—*Ib.*
Liability of Proprietor of Place of Public Amusement for Injury to Patron—*Ib.*, February.
Trustees and War Risks—*Law Times*, February 27.
Sales of Land Free from Encumbrances—*Ib.*, March 6.
Obstructions to Rights of Way—*Ib.*, March 13.
The Blockade of Germany—The Naval Order-in-Council—*Ib.*, March 20.
Statutory and Other Public Duties—*Ib.*, March 27.
Donations Mortis Causa and Delivery—*Solicitors Journal*, Feb. 20.
War by Sea—*Ib.*, February 27.
The Blockade of Germany—*Ib.*, March 20.
Injunction against Libel as Injurious to Property Rights—*Central Law Journal*, January 29.
Duties and Rights of Neutral Governments—*Ib.*, February 5.
The Degree of Care Required of an Automobile Driver Approaching a Railroad Crossing—*Ib.*, February 19.
Promises or Pledges of a Candidate for Office and His Eligibility—*Ib.*, March 5.
Mailing a Letter as Determinative of Place of Delivery of a Contract—*Ib.*, March 26.
Double Compensation to Executor Acting as Trustee—*Law Notes* (N.Y.), March.
The Increase of Crime—*Case and Comment*, March.
The Foundation of Prison Reform and Prison Reform—*Ib.*
The United States of the World—*Ib.*
Legal Proceedings Against Enemies—*Law Times*, April 3.
The Executors' Year—*Ib.*, April 10.
Restraint on Anticipation—*Ib.*, April 24.
Clogging the Equity of Redemption—*Solicitors' Journal*, April 17.
Old Agreements and Modern Circumstances—*Ib.*, April 24.
Employers' Liability Insurance as Opposed to Public Policy—*Central Law Journal*, April 2.