The Legal News.

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CRIMINAL STATISTICS.

The appendix to the Report of the Minister of Agriculture, which has just been issued, contains the criminal statistics of the Dominion for the year 1881. The total convictions during this period numbered 29,225; 4,353 being for offences against the person, 144 for offences against property with violence, 2,094 for offences against property without violence, 499 for malicious offences against property, 35 for forgery and offences against the currency, and 22,100 for offences not included in the above classes, such as drunkenness, contravention of municipal by-laws, &c.

The Province of Quebec exhibits the superiority noticed last year (5 L. N. 122). A comparison with Ontario gives the following result:—

CONVICTIONS:

	Ontario.	Quebec.
Offences against the person...	2,914	762
Offences against property, with violence..................	81	45
Offences against property without violence	1,150	631
Malicious offences against property	340	94
Forgery and offences against the currency............	22	10
Other offences not included in the above classes........	12,603	4,888
	17,110	6,430

THE BELT CASE.

A remarkable instance of disagreement between Court and counsel as to the conduct of a cause occurred in England lately, during the hearing of the rule in the *Belt* matter. "A surprise," says the *Law Times*, "befell the counsel in the *Belt* case on Tuesday. Sir Hardinge Giffard appears to have assumed, that like meek beasts of burden, the Lord Chief Justice of England and his colleagues would patiently bear the yoke which he imposed upon them, and slumber though the summing-up of Baron Huddleston—the task of reading which was left to the junior counsel. Very early on Tuesday the patience of the court was exhausted, and Lord Coleridge, in terms none too strong, resented the course adopted of leaving a cause 'supposed to convulse society' to the chapter of accidents. He suddenly called upon the plaintiff's counsel to deal with the grounds of the rule. The leader being still absent, the leading junior was required to argue, and the lively time he had of it will be seen from the newspaper report." The reported observations of the Lord Chief Justice were to this effect: "My learned brethren and myself, seeing the endless length to which this case is likely to run, are desirous of avoiding what seems very much like a public scandal. The reading of the summing-up now seems to have reached a point at which in my judgment it might properly terminate. Sir Hardinge Giffard told us on the first day, with an air of authority, that it was absolutely necessary to read the whole of the evidence, but on the second day he gave way to our remonstrances. Then in the same short peremptory way he told us that it was absolutely necessary that the whole of the summing-up should be read. That has now occupied the better part of three days, and there is much more yet to be read. Well, it is not doing us any good—this reading of the summing-up without any comment. In the absence of the leader, when any question is put to the junior counsel, they very properly say that they cannot take the responsibility of answering it. Speaking for myself, and I believe for my learned brethren, this reading has become a rather serious waste of time."

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, June 28, 1883.

Before TORRANCE, J.

GEOFFRION v. SÉNÉCAL.

Alternative obligation—Default—C. C. 1069.

The defendant undertook to return a certain number of shares in a railway before a day stated, or to pay an amount in money. The shares were not returned. Held, that the contract being of a commercial nature, the debtor was put in default by the lapse of the time of performance.

The demand was to recover $3,400. On the 7th March, 1882, the defendant acknowledged

to have received from Mr. J. O. Turgeon, advocate, 450 shares in the capital stock of the Laurentides Railway, making $4,500. Mr. Sénécal undertook to return an equal number of shares to Mr. Turgeon between then and Monday next, or to pay him $4,500 in money. The shares were not returned. Mr. Turgeon transferred his claim to the National Bank, and the Bank transferred its claim to the plaintiff.

The defendant pleaded that the shares in question had no value; that he had had no value for the writing he had signed, and that Turgeon had given no value for them, and defendant offered to return them.

F. X. Archambault, for defendant, cited C. C. 1067, 8, 9, and said that there had been no default as yet.

Per Curiam. This is a mercantile matter regulated by C. C. 1069: "In all contracts of a commercial nature in which the time of performance is fixed, the debtor is put in default by the mere lapse of such time." As I read the agreement, the defendant was bound, so soon as Monday, 11th March, 1882, was past, to pay the amount in money. The plaintiff, therefore, is entitled to judgment.

Judgment for the plaintiff.

Geoffrion & Co., for plaintiff.

Archambault & David, for defendant.

SUPERIOR COURT.

Montreal, April 30, 1883.

Before Torrance, J.

Catelli v. Cowper.

Contract—Sale of business and good will—Manufacture of similar article.

The defendant sold his business as a flock manufacturer, including the good will, and undertook not to deal or be interested in wool flock for five years. He continued to manufacture an article called wool batts, or carded shoddy, closely resembling flock. Held, a breach of contract.

This was an action for breach of contract.

The defendant, by deed of sale of date 11th March, 1882, being then a flock manufacturer, sold with promise of warranty to plaintiff certain moveables in the factory of defendant, No. 564 William street, together with the good will of the business of wool flock manufacturing, which defendant had carried on for some time. The consideration was $4,000. It was well understood between the parties that the defendant should not, on any account, for the space of five years from date of deed, enter into the manufacture of or sale or business, or in any manner deal or be interested in wool flock, to the detriment and injury of said Pierre Catelli.

The complaint was that since the said date the defendant had continued to manufacture flock, to the damage of plaintiff.

The pretension of the defendant was that he had neither sold nor manufactured flock. 1st. The article manufactured by defendant was obtained by a process different from that producing flock. 2nd. The article produced by defendant was composed of different elements. 3rd. It was not called flock. 4th. It was much more costly than flock. 5th. It served an entirely different purpose from flock.

Per Curiam. The defendant admits that flock and wool batts or carded shoddy, are two articles resembling each other a great deal, and that in passing them from hand to hand it is difficult to distinguish them. The Court is satisfied that the article produced by defendant comes from the article produced by the plaintiff, and that the defendant cannot produce his article, call it wool batts or what you please, without producing the article made by plaintiff, the business of which and the good will of which was sold by defendant for a sum of $4,000. The Court, therefore, thinks that the action by plaintiff is well founded.

There remains to settle the *quantum* of damages. The witness, François J. Langlois, says the manufacture by defendant was after the month of August. The action began on the 11th September, which would give ten days of damages, at the date of the action. The Court fixes the damages at $200, and grants the other conclusions of the declaration.

Judgment for the plaintiff.

Duhamel & Rainville, for plaintiff.

Geoffrion & Co., for defendant.

SUPERIOR COURT.

Momtreal, June 26, 1883.

Before Taschereau, J.

Lighthall v. Caffrey.

Broker's Commission.

Where a broker or agent has negotiated a sale of property between his principal and a purchaser whom he has procured, and an agreement for carrying out the transaction is entered into between the parties, he is entitled to his commission, notwithstanding that the agreement may fall through by reason of bad faith in one or other of the parties to the contract.

The action was for $5,025, being $5,000 commission for the negotiation of a sale of property, and $25 for drawing the deeds, etc.

The declaration set up that within the twelve months preceding the 21st September, 1878, the plaintiff was employed by the defendant, living in Nova Scotia, through the instrumentality of one Constant, also residing there, to dispose of a certain mining property belonging to the defendant, in Nova Scotia, and known as the Jennings gold mine. The price of the mine, at the time the plaintiff was first employed to dispose of it, was $12,000.

Afterwards, by the plaintiff's advice, it was raised to $16,000, of which $5,000 was to be commission. This was during the summer of 1878. In the beginning of September of that year the plaintiff heard through one Hawkes, that John A. Cameron, of Fairfield, in the county of Glengarry, wished to dispose of his property there, a homestead, valued at $45,000. Cameron being a dealer in mining property, negotiations were opened with him, which resulted in a visit, on the 3rd of September, of Caffrey and some of his family to the property of Cameron, at Fairfield. Both defendant and the members of his family with him expressed themselves as delighted with the property and most anxious to effect a transfer. The parties having returned to Montreal, a basis of agreement was arrived at, drawn up and signed by the parties in plaintiff's office, and defendant expressing himself perfectly satisfied with the arrangement, gave the plaintiff a written acknowledgment in the following terms:—

"Montreal, 15th Sept., 1878.

"Having to-day made arrangements to sell the mines to the said J. A. Cameron for $20,000, upon the deeds being completed, I am to settle with you for $5,000, as your commission, the $1,000 to be arranged with Mr. Constant out of that sum."

Other visits and interviews took place, and on the 21st September an amended agreement was entered into, in plaintiff's office, containing some slight differences of arrangement, the terms being $45,000 for the Cameron property, to be made up as follows:—The Jennings gold mine at a valuation of $20,000, a mortgage on the Cameron property of $14,000, to be assumed by defendant, and for the balance of $11,000 Cameron was to take defendant's homestead property at Truro at such price as should be agreed upon, or defendant to raise the cash by mortgage of his property there. Defendant also at the time of signing this latter agreement gave to Cameron a transfer of title to the mine property which the latter immediately sent to Nova Scotia and caused to be registered. Defendant then returned to Nova Scotia, and on the 28th September wrote to plaintiff withdrawing from and repudiating the entire transaction.

The plea was that the deeds had never been completed; that there were undisclosed mortgages, and Cameron never was in a position to give a good and valid title; that pending the negociations Cameron lost the ownership of the property, and the plaintiff knew of this when he handed the deed to Cameron; that the animals also had been disposed of at judicial sale and otherwise, and that the undertaking of defendant to pay plaintiff $5,000 being conditional on the completion of the deeds, and the deeds never having been completed by the carrying out of the transaction, plaintiff could claim nothing for his services, and the action should be dismissed.

Counsel for plaintiff cited 1472 and 1722 C.C.; Evans, Principal and Agent, 340; *Love & Miller*, 21 Am. Rep., 192; *Chapin & Bridges*, 116 Mass. 105; *Cooke & Fiske*, 12 Gray, 491; *Drury & Newman*, 99 Mass. 258; *Knapp & Wallace*, 41 N.Y. 477; *Rice & Mayo*, 107 Mass. 150; *Higgins & Moore*, 34 N. Y. 417; *Richards & Jackson*, 1 Am. Dig. 24, 400; *Fortin & Dupras*, Jetté, J., Sup. Ct., and *Geddes & MacNider*, Rainville, J., do.

The Court held that there was no proof that Cameron was not in a position to deliver his property as agreed upon, or of any of the things complained of, and even if there were, that according to the well established jurisprudence of this country, and accoring to the article of the code 1722 above cited, the commission of the plaintiff was earned when the parties whom he had brought together entered into the agreement, and the amount was fixed by the acknowledgment of the defendant himself.

Judgment for plaintiff.

Stephens & Lighthall, for plaintiff.
E. Barnard, Q.C., Counsel.
Edward Carter, Q.C., for defendant.

SUPERIOR COURT.

MONTREAL, April 30, 1883.

Before TORRANCE, J.

BOURDON et al. v. TRUDEL.

Sale—Credit given to another.

The action was to recover the amount of an account for $123. The defendant answered

that he only owed $50.95 for items from 20th December, 1877. The evidence showed that the previous items had been charged by plaintiffs to one Blois, with whom they had an account, and in whose employ Trudel was. In December, 1877, Blois went into insolvency, and from that time Trudel undertook to pay himself.

Per Curiam. The question is to whom credit had been given, and the answer should be—to Blois and not to Trudel. The plea of Trudel should be maintained, and the action dismissed for the surplus over $50.95.

Prefontaine & Major, for plaintiffs.
A. Brunet, for defendant.

SUPERIOR COURT.

Montreal, April 30, 1883.

Before Torrance, J.

Rousseau et al. v. Evans.

Sale—Condition—Parole evidence.

Where goods have been purchased and paid for in advance of delivery, parole evidence is inadmissible to establish that the defendant was only bound to deliver in the event of the goods arriving, there being no mention of such condition in the bill of sale and receipt.

This was an action of damages for non delivery of four cases of phosphorus sold by defendant to plaintiffs, on the 10th November, 1882. The price, $232, was paid on the 11th November. The defendant pleaded that the sale was conditional upon the arrival of the phosphorus in Montreal, and it did not arrive. The plaintiffs proved a rise in value of $60, and the defendant proved by witnesses the allegations of his plea.

Per Curiam. The sale is proved by witnesses and the bill of sale receipted by the defendant. The bill says nothing of the condition attached by defendant to the sale, that it should only be binding if the phosphorus arrived, and the question is submitted by plaintiffs that the evidence by witnesses of defendant that the sale was only conditional, should be ruled out and rejected as inadmissible, as contradicting a written agreement. The Court is with the plaintiffs, and holding this view, the plaintiffs should have judgment for these damages and costs of protest. (Greenleaf, vol. 2, § 275).

Archambault, for plaintiffs.
T. C. Butler, for defendant.

COURT OF QUEEN'S BENCH.

Montreal, January 20, 1883.

Dorion, C. J., Monk, Ramsay, Cross, Baby, JJ.

Willett (defendant below), Appellant, and Court es qual. (plaintiff below), Respondent.

Endorser—Accommodation—Evidence.

The defendant, endorser, being sued on a promissory note, pleaded that he had endorsed for credit, and that the plaintiff (a subsequent endorser) had guaranteed the prior endorsers that he would see the note paid. Held, not proved, it appearing, among other things, that the defendant had by a letter to plaintiff personally guaranteed due payment of the note in question.

The appeal was from a judgment maintaining the respondent's action.

Ramsay, J. This is an action on a promissory note for $10,000, brought by the last endorser against a prior endorser.

The defence to the action is that the drawer, a railway company, was in difficulties; that advances had been obtained in England by the contractors; that these advances were insufficient, and that the whole enterprise was likely to fail unless more money could be obtained. That, therefore, the English creditors had sent out the original plaintiff, Clark, to arrange some mode of carrying on the railway, and that he, in order to obtain money, got the directors to make the note in question in the name of the company, promising that the persons he represented in England would pay the note at its maturity. In other words, that he guaranteed them that he, Clark, would see the note paid, and that their endorsations were merely a matter of form and for credit.

This story is possible, and perhaps, it may be said, it is not entirely devoid of probability; but, at any rate, it is a defence which throws the burthen of proof on the defendant. He attempted to make the necessary proof by the testimony of persons interested like himself in escaping responsibility. They swear with considerable precision that they never expected to be called on to pay the note; that their interest was small, while the interest of the English creditors was great, and that they signed only for credit. This establishes nothing really incompatible with the liability of Willett to Clark, and unfortunately there are several pieces of evidence which go far to de-

stroy the conclusion they desire to be drawn from this testimony. In the first place, there is the evidence of the manager of the bank where the note was discounted, who tells us positively, that when the note was first offered him Clark's name was not on it, that he positively refused Clark and the defendant to give the money without Clark's endorsation, that Clark left, refusing to sign, having no interest and no authority to endorse from his friends in England. The next day, however, he returned and signed, and thereupon the manager gave the money. If this story be true, it was Clark who signed for credit after all the others. In the next place, it is proved beyond a doubt that the defendant as President of the road got the money, and he wrote as a receipt to be handed to Clark a letter, which seems to indicate that then, at all events, the defendant and the other directors endorsers looked upon their having to pay the note as a not improbable contingency. The letter is in these terms :—

MONTREAL, 7th August, 1874.

James P. Clark, Esq.:

DEAR SIR,—I hereby acknowledge receipt of your cheque for $9,800.55 to my order, being discount of the note of the Montreal, Chambly and Sorel Railway, by myself, as President, and by the Secretary, to the order of Ashley Hibbard, contractor, and endorsed by *self, personally guaranteeing the due payment of the same*, as also by fellow Directors. And I hereby bind and oblige myself to see personally that the proceeds hereof are applied to the purposes for which the note was granted by the Board, per their resolution, namely, the payment of wages, &c., now past due, and for no other purpose whatsoever; and,

I am, dear sir,
Very faithfully yours,
(Signed), S. T. WILLETT.

But it is urged that the object of that letter was to assure Clark that the money would be expended in furthering the common enterprise. To some extent this is true. It was unnecessary to create a legal liability on the note; but incidentally it shows that Willett had not at that time present to his mind the idea which he puts forth now in his defence; or, if he had, it is unfortunate for him that he should have used expressions incompatible with his present exception. This becomes more striking if we take a third fact perfectly proved, which seems to increase the improbability of the defence, and it is this, that one of the directors, Baker, said he would not endorse, but he would give his share in money, which he did. It is not very likely he would have done this if he had thought he was to have Clark and all his friends in England between him and payment.

A point is made by appellant of the fact that Clark borrowed part of the money to retire the note from two of Baylis' creditors. Even if it were admitted that they gave him the money to withdraw the note it would not strengthen the defence a whit. It would show that Clark was compromised through his efforts in their favor, and that therefore they protected him. But as a fact Clark swears in answer to interrogatories from which alone we know the fact, that he borrowed the money from them. I go further and say that if Clark had been the agent of Crossley authorized to endorse this note, it would not change the matter, and really this is all Hibbard's evidence goes to establish when he says "Mr. Crossley told Mr. Rae in my presence that although Mr. Clark had endorsed it, it was endorsed for him and his associates, friends, and practically it was his to pay." This is no more than to say: "My friends and I will protect Clark, although he is legally responsible, having endorsed, and practically, that is so far as the Merchants' Bank is concerned, we will have to pay instead of him." There was also a point made of Rae writing to the English parties for payment. This is no contradiction to his testimony. He hoped these friends would protect Clark who was liable to the bank, it does not show that he ever expected they would protect Willett.

Judgment confirmed.

Kerr & Carter for appellant.
Hatton & Nicolls for respondent.

THE BRADLAUGH PROSECUTION.

The case of *Reg.* v. *Bradlaugh*, for the publication of a blasphemous libel in the *Freethinker*, absolutely bristled with points of law. The Bankers' Books Evidence Act, 1879, the Evidence Further Amendment Act, 1869, and Lord Campbell's Act, and the law of blasphemous libel, all came under discussion in the course of the case, or of the Lord Chief Justice's sum-

ming-up. As to the first, Lord Coleridge seemed to have been under some misapprehension. The act complained of by Mr. Bradlaugh on the part of the prosecution in obtaining an order from the Lord Mayor for the inspection of his banker's books was not taken under the 6th section of the Act of 1869, but under the 7th. The order was not made to compel the banker to produce the books in court, which can only be done by a judge, but to allow the other side to inspect and take copies of any entry therein. The wording of the section allows "a court or judge to order" such inspection "on the application of any party to a legal proceeding." Court is defined to be the "court, judge, arbitrator, persons or person before whom any legal proceeding is held or taken," and "legal proceeding means any civil or criminal proceeding or inquiry in which evidence is or may be given, and includes an arbitrator." In correction of our remark last week, we say, therefore, that it obviously includes the Lord Mayor, sitting as a magistrate, and even the petty sessions' magistrates, against whose power to order an inspection of his banker's book the Chief Justice expressed so much horror.

The Evidence Further Amendment Act, 1869, sec. 4, was brought under notice by one of the witnesses for the defence, claiming to affirm on the strength of his statement that he was an atheist. Mr. Bradlaugh said that it had been so decided, but the decision was not reported. The Chief Justice refused to allow him to affirm until he had stated that he was "a person on whose conscience an oath had no binding effect"; but upon the witness saying that "the oath had no binding effect on his conscience *per se* as an invocation," he permitted him to make the "solemn promise and declaration" prescribed by the Act. It is probable that the mere assertion of entertaining atheistic opinions is sufficient to enable a witness to affirm under the Act instead of taking an oath, as the words are more general than those used in the previous Act of 1861, under which the witness had to assert as part of his affirmation that "the taking of any oath, according to his religious belief, was unlawful." Under the present Act he has only to "object to take an oath, or be objected to as incompetent to take an oath." But an atheist is incompetent to take an oath, because, as Lord Chief Justice Willes said, in *Omichund* v. *Barker*, "such infidels, if any such there be, who do not believe in a God . . . cannot be witnesses in any case or under any circumstances, for this plain reason, because an oath cannot possibly be any tie or obligation upon them"; and, therefore, if he objects to take an oath, the judge ought upon that statement to be satisfied that an oath is not binding upon his conscience, and to admit him to promise under the Act. Lord Coleridge, in his summing up to the jury, maintained the statement of the law of blasphemous libel as laid down in Starkie, and stated by his father, Mr. Justice Coleridge, against that contended for by Mr. Justice Stephen in his History of the Criminal Law, viz., that it was the manner in which an attack on Christianity was made and not the matter, which made it libellous. The reasons adduced for this opinion, however, are hardly of much weight. The consequences of holding the reverse view, that to attack Christianity, however respectfully, was criminal, founded as it was on the doctrine that Christianity was part of the Constitution, would be that any political attacks on, say hereditary monarchy, or the law of primogeniture, would be criminal also. But the judges who laid down that attacks on Christianity were blasphemous libels, did hold that attacks on the monarchy were seditious libels. Because the consequences of the law being what it is said to be by Mr. Justice Stephen would be monstrous, that did not prove that the law is not so; it only proves that there is every reason why it should be changed. The Chief Justice's ruling may be upheld more surely on the ground that the law has been so stated for the last thirty years, and that it is expedient that the modern should overrule the ancient authorities, than on the mere inference that because the logical result of the ancient ruling would be absurd, therefore it is not the law. However, the case did not turn upon the issue of blasphemy or no blasphemy, but on that of publication of the alleged libel by the defendant. On this point the Lord Chief Justice in his summing up dealt exhaustively with the subject of the criminal liability of the proprietor or editor of a paper for the publication of a libel. This involves the construction of the 7th section of Lord Campbell's Act, 6 & 7 Vict. c. 96. The section runs "that

whensoever upon the trial of any indictment or information for the publication of a libel, evidence shall be given which shall establish a presumptive case of publication against the defendant by the act of any other person by his authority, it shall be competent to such defendant to prove that such publication was made without his authority, consent or knowledge." The much discussed case of *Reg.* v. *Holbrook*, 37 L. T. Rep. N. S. 530, decided that in a trial for a defamatory libel evidence that the defendant, although proprietor, or having the general control over a newspaper, had entrusted the sole charge of it to an editor, and had not authorized and had no knowledge of the particular libel incriminated, was within the section and afforded a complete answer to the charge. Lord Coleridge held that the section applied equally to an indictment for blasphemous libel, the words of the section being, unlike those of the other sections of the Act, not confined to defamatory libels, but perfectly general in its terms. The evidence against Mr. Bradlaugh consisted in his having, under the name of the Freethought Publishing Company, formerly been the publisher of the paper in which the libels appeared, and in the paper being sold in a shop of which he was proprietor. But, according to Mr. Justice Lush in *Reg.* v. *Holbrook*, "a proprietor whose agent sells over the counter libels without his knowledge would not be criminally liable if able to show that the sale was without his authority." As Lord Coleridge left the question to the jury, it was not "whether Mr. Bradlaugh had anything to do with the paper, but whether he had authorized the sale of the articles complained of; it was not enough that he might have stopped them, the question was whether he had authorized their sale or publication." The ruling adopted by the Lord Chief Justice may now, therefore, be taken to be settled law, that in an indictment for any kind of libel which appears in a newspaper, the question is not whether the defendant authorized the publication of the paper, but whether he authorized the publication of the libel.—London *Law Times*.

UNDUE INFLUENCE.

In the case of *Hides* v. *Hides*, 65 How. Pr. Rep. 17, there is enough of the curious and the funny to entitle it to particular mention in the humorous phases of the law. This was an action to set aside a marriage and a conveyance of property to the wife on the ground of fraud. The man was old, feeble, deaf, childish, and a fervent believer in spiritualism. The woman pretended to be "very modest and bashful," and a clairvoyant physician able to cure the old man's deafness. So she "manipulated his head, put her fingers into his ears," and held his jaw. After a course of this treatment, she told the old man that the spirits said they must be married within two weeks or something dreadful would "step in between them." She also told him she was from one of the first families of Ireland (it does not appear that she claimed descent from an Irish king), that "her character was as pure as the white snow," and that her relations abroad were very rich. The long and short of it is that by means of these representations—all false—she prevailed on the old man to marry her and deed to her property worth $25,000, including a mineral spring which the spirits had discovered to him. The old man came to his senses after the honeymoon, and prayed to be released on the ground of fraud. The referee granted his prayer, putting his decision solely on the ground of undue influence by means of the spiritual delusion, which he pronounced an "atrocious fraud." The court at special term, Landon, J., confirmed this judgment, observing: "That he was predisposed by the faith of many years to a readiness of belief in the truth of such representations made him, it is true, the more easily a dupe and a victim, but it does not make the grossness of the deception less nor accord to the impostor any protection. * * * * Our law prescribes no religion, but tolerates all and condemns none, and therefore the plaintiff's case suffers no detriment because his religious belief exposed him to the arts of the defendant." So it seems if we were called on to construct a syllabus for this case we should have to do it as follows: In an action to set aside a marriage for fraud, practised by means of the plaintiff's belief in spiritualism, the doctrine of contributory negligence does not apply, any more than in an action of seduction.—*Albany Law Journal*.

RECENT ENGLISH DECISIONS.

Carrier.—Where rags, which were packed damp, shipped by a carrier, were injured in

consequence of a dereliction of duty on the part of such carrier, but it was conceded that they would have sustained no injury if they had been packed dry, and shown that the carrier was not informed that special care was necessary, held, that the carrier was liable only to nominal damages.—*Baldwin* v. *London Ch. & Dov. R. Co.*, L. R., 9 Q. B. D. 582.

Contempt. — 1. Publishing and circulating copies of the pleadings in a pending action, with comments deprecating the case of one of the parties, is a contempt of court, which, if threatened, may be restrained by injunction.—*Kitcat* v. *Sharp*, (Eng. Ch. D.) 48 L. T. Rep. (N.S.) 64.

2. Such a publication sent to one not friendly to the sender is not privileged, though marked "private."—*Ib.*

GENERAL NOTES.

The following have been named commissioners to consolidate and revise the Statutes of Canada:—Hon. Sir A. Campbell, Minister of Justice; James Cockburn, Q.C., J. A. Ouimet, W. Graham, Q.C., G W. Burbidge, Deputy Minister of Justice, A. Ferguson, and W. Wilson, Assistant Law Clerk.

According to a California paper, Chinamen who deal in unstamped cigars have dropped on a new dodge. They paste pieces of red pepper on some fish scales on their faces, and when brought before the court, begin to scratch off the scales. Then somebody cries, "A leper," and the Judge holds up his hands in horror, saying: "The defendant is not guilty; get out of here, John, as quick as you can."

Duration of Parliaments.—The Parliament of Canada met this year on the 8th of February, and was prorogued on the 25th day of May, it having been the longest session on record since Confederation. The following statement may be of interest:—

Parliament of	1869 met	15 April	and rose	22 June.
"	1870 "	16 Feb.	"	12 May
"	1871 "	17 Feb.	"	14 April
"	1872 "	11 April	"	14 June
"	1873 (1st)	5 March	"	13 Aug.
"	1873 (2d)	23 Oct.	"	7 Nov.
"	1874 met	20 March	"	26 May
"	1875 "	4 Feb.	"	12 April
"	1876 "	10 Feb.	"	12 April
"	1877 "	8 Feb.	"	28 April
"	1878 "	7 Feb.	"	10 May
"	1879 "	13 Feb.	"	15 May
"	1880 "	12 Feb.	"	7 May
"	1881 "	9 Dec.	"	21 May
"	1882 "	9 Feb.	"	17 May
"	1883 "	8 Feb.	"	25 May

The first session of the second Parliament (1873) was adjourned, it will be remembered, in consequence of the Canada Pacific inquiry, and did not sit all the time indicated.

A lawyer of the Trojan bar,
Modest and meek as lawyers are,
Though quite decided that he knew,
For general use, a thing or two
Which must some day bring to his net
The larger fish that dodged him yet,
Sat nodding in his office chair—
(In truth he had much time to spare)
When just as his glad dream had centered
On a large fee, a client entered.
Th' unwonted footstep, creaking, broke
Along the floor—the lawyer woke,
Thrust out his hand as if to seize
(Fruits of his dream) the expectant fees;
But finding no retainer in it,
Stared at the stranger for a minute,
Then motioned to a seat, and muttered
Something about his bread unbuttered,
And then proceeded to explain
That lately such excessive strain
His mind had undergone while he
Was bending all his energy
On an important case, involving
Such intricate points for legal solving
That he believed, in point of fact,
His brain was hardly left intact;
And that revenging nature cast
His weary eyelids down at last.
But he was ready now, he thought,
To give such counsel as was sought.
The countryman—for such he seemed
Looked dazed as if *he*, too, had dreamed;
For not a word of all was stated
His dull, crude sense had penetrated.
"Wal, Squire, I've come—if you're awake—
To see what course I orter take
With Bill O'Neil who's run away
And owes me for a ton of hay.
The biggest rogue I ever saw;—
Now tell me, lawyer, what's the law?"
"Why, sir, the case requires some thought:
The fellow then, it seems, has bought
Your personal property."—"No! my *hay!*"
"Absconded and refused to pay."
"No! no! Squire, no!—Did I not say,
The dirty dog has run away?"
Precisely, but my Blackstone says
Absconded is a legal phrase.
Now let me see:—You must get out—"
"Oh, I will go, Squire, never doubt—"
"A short attachment; seize upon
His household goods—your suit is won!"
"His household goods?—why what a dunce!
His household goods—I told you once
That he's got nothin' anywhere,
No more than *you!*—Oh, you may swear,
I'll find some sharp, shrewd lawyer, yet
Who'll tell me how to get my debt!"
Out rushed the hind with visage grim,
The legal boot assisting him.
The lawyer cheated of his fee
Stalked out more grimly e'en than he;
But first he tacked upon his door
A card that read:—"Return at 4."

—*F. J. Parmenter in Troy Press.*