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JOEL P. BISHOP.

Joel Prentiss Bishop, the well-known author, furnishes a short sketch of his life to the *Central Law Journal*. The accompanying portrait represents a vigorous old gentleman with pleasant features. Mr. Bishop says:—I was born March 10, 1814, in Volney, Oswego county, New York, in a small log house in the woods, remote from all other habitations but one. While yet a babe, my mother being sick and soon to die, I was taken to my father's former place of residence, Paris, Oneida county, in the same State, and I have no remembrance of Volney. My father was a farmer of small means, yet owning his fertile sixty acres, and I worked with him, attending a remote district school three or four months in the year, and finally graduating into "the academy." The schoolmaster of the district school was changed every term; and, regularly at its close, the retiring one visited my father and urged him to send me to "college." My own aspirations grew, and at about the age of sixteen an arrangement was made with my father to permit me to leave the farm and get an education by my own exertions. I found poverty to be no obstruction. While yet sixteen I taught a public school. And by such and other means I readily obtained the money for clothing, tuition and books. I could always earn my board without hindrance to my studies. But health soon failed, and then began the struggle. I did everything to baffle disease; relinquished study, returned to it under circumstances thought to be more favorable, broke down again, varied the experiment, and so on, for how many times I do not remember. When twenty-one, I became fully satisfied that the struggle was useless, and gave it up. I did not, like Blackstone, write a "Farewell to the Muse," but a "Farewell to Science." It was dated July 19, 1835, and published in "The Literary Emporium," of New Haven, Conn., near which place I then was, in the number for October 3, 1835. I made, in the "Farewell," one reservation, expressed in the following words:

> "Though thus I bid adieu to Learning, where
> She sits in public places, or bows and waves
> Her plumes from off her star-clad height to meet
> The gaze of millions, still I may invite
> Sometimes her presence in a humble garb,
> To cheer me in my lone, obscure retreat."

Acting on this reservation, and otherwise letting "Learning" alone, and having drifted to Boston, I entered a law office in the fall of 1842, hoping to obtain a little useful information, but with no idea of having health to practice the law. Here came another, yet agreeable, disappointment. At the end of a year and four months, I had fully supported myself by literary work outside the law, undergone an examination by the judge as to my competency in the law, taken the proper oath for admission to the bar, opened an office, and entered upon legal practice. Indeed, legal practice with me began six weeks after I was enrolled as a student, when required by circumstances to draw, without other help than a little preliminary explanation, a special declaration in an important case which went through the courts, and "stood." And afterward I had managed all the small-court business of the office, consulting with clients, and trying their causes. During this period also, I tried and won my first jury case in the higher court. So practice had become familiar to me; and, considering how slowly my short preparation compelled me to work, there was no lack of clients.

My business was divided between large and small, but most of it was the latter. This, preferring the former, I determined to get rid of; and, as a side exercise during the change, to write a law book. Hence my "Marriage and Divorce," which was published in one volume just ten years after I entered a law office as a student. It brought me a constant succession of requests and advice to write other books. I saw that I could not both write books and practice; so, with the approbation of the only person entitled to object, I made the great sacrifice of my life by relinquishing practice, and entering upon legal authorship—whether for the benefit or injury of mankind time only can disclose.

LORD JUSTICE LINDLEY ON LAW REPORTING.

Let us consider, then, what are the legitimate wants of all branches of the legal profession with respect to law reports. They are both negative and affirmative.

The profession does not want reports of cases valueless as precedents, nor long reports of complicated facts when a short condensation of them is all that is necessary to understand the legal principle involved in the decision. This observation applies not only to the reports themselves, but particularly to the head-notes of the cases reported. The legal pith of a case, and nothing more, should appear in its head-note.

The affirmative wants may be considered under three heads—viz. (1) The subjects reported; (2) The mode of reporting them; (3) The time and form of their publication.

1. The subjects reported should include all cases which introduce, or appear to introduce, a new principle or new rule, or which materially modify an existing principle or rule, or which settle, or tend to settle, a question on which the law is doubtful, or which for any other reason are peculiarly instructive.

If these principles are not attended to, the reports will be unnecessarily bulky, and time and labour will be wasted. But in applying these principles to practice, it must be borne in mind that the reports are wanted not only by men who are already well-informed lawyers, but also by men of a different class; and for their sakes it is better to err on the side of reporting too many cases than of reporting too few. Collections of rubbish must be carefully avoided; but if an experienced reporter is in doubt as to whether a case is worth reporting or not, it will be safer to report it, however shortly, than wholly to omit it.

Practically the great difficulty is to decide what ought to be done with cases turning on the construction of written documents, and with what are called Practice cases. As regards cases on the construction of documents, they should be excluded, unless there is some good reason for including them. Cases turning on obscure sentences in wills, contracts, or letters, which sorely puzzle those who have to put a meaning on them, are absolutely useless for future guidance, and should not be reported at all. At one time there was a tendency, especially in the Chancery Courts, to try and construe one will by means of decisions on other wills more or less like it; but this tendency has been checked of late years, and there is not now any excuse for reporting decisions on wills simply because they were difficult to construe. Similar observations apply to other documents. Some cases on the construction of documents are, however, very useful. Such are new lights thrown upon common forms—*e.g.* in charter-parties, policies of insurance, ordinary covenants or trusts, etc., or new interpretations of some Act of Parliament of general application, or of rules of Court. Cases of this kind are unquestionably useful as guides, and should be reported.

2. As regards the mode of reporting. The great point to bear in mind is that what the profession wants is law, and such facts only as are necessary to enable the reader of the report to appreciate the law found in the case. Keeping this in mind, reports should be accurate, full in the sense of conveying everything material and useful, and as concise as is consistent with these requirements. The points contended for by counsel should be noticed, and the grounds on which the judgment is based should receive especial attention. The whole value of a report depends on this part of it, and on the distinctness with which it is brought out. In this respect much of course depends on the judge, and the care he takes to make plain the grounds of his decision. But much also depends on the reporter. Even when a judgment is written, much of it may relate to matters requiring decision but not worth reporting; and it should be shortened accordingly.

3. As regards the time and form of publication, the profession wants the reports published as speedily as possible—good print, good paper, a convenient portable size, convenient arrangement of matter, good indexes, and the lowest price consistent with the payment of the expenses of publication.—*The Law Quarterly Review.*

AN ENGLISH JUDGE ON SHYLOCK.

In these days, when so many people are inclined to take liberties with property, it seems likely that the "League" which has been formed to protect both liberty and property will find enough to do. There are, of course, traducers of this excellent body, for what great organization was ever started which has not been made the shaft of misplaced or even malicious criticisms? One of the lights of the "Liberty and Property Defence League" is Lord Bramwell, and we are surprised to find that his views on these subjects have incurred the gentle ridicule of Sir William Harcourt. The Home Secretary lately ventured to assert that Lord Bramwell entertained so vast a reverence for all kinds of property that if he had been called upon to decide the legal dispute in "The Merchant of Venice," he would infallably have declared that Antonio's pound of flesh must be given to his creditor. Lord Bramwell, with the frankness which usually characterises him, has met Sir William Harcourt's little joke by an answer delivered from the judicial bench. In the course of an Appeal Court case the learned judge took occasion to respond to the witty illustration of the Home Secretary. Far from expressing the slightest shame or penitence for the views which he holds as to the sacredness of property of all descriptions, Lord Bramwell actually seems to glory in them. The session of the Court of Appeal was probably the earliest opportunity that was presented to him of answering Sir William Harcourt's banter; but at all events, he seized on the opportunity and turned it to the best account. It is interesting to hear what a judge—especially a judge of Appeal and a law lord—thinks of the legal bearings of a Shakespearian drama. Apparently the Swan of Avon, if he ever had any legal training, which is doubtful, did not profit by it enough to avoid falling into error in what may be called the *cause célèbre* of *Shylock* v. *Antonio*. Portia's statement of the case would, Lord Bramwell tells us, have induced him to give the pound of flesh to the usurer, except for one little flaw in her argument. The flesh had not been "appropriated," and could not, therefore, be regarded as property to which Shylock had a good legal right until it had been cut from Antonio's quivering body. Supposing Lord Bramwell to have been sitting *in banco* with the Doge of Venice on the occasion of the famous trial, and the pound of flesh had been lying on a table, ready cut; in that case the decision of the English judge would have been in favor of the plaintiff's claim to the possession of the horrible piece of "property." But then, as Lord Bramwell truly remarks, in order to get the flesh, assault, and even murder, would have had to be committed, and therefore the contract was null and void from the beginning. No doubt it was stupid of Shylock not to have taken counsel's opinion on this point before he lent the money to the merchant; but malice made him forget his prudence and cleverness for a time. Portia accordingly, when she argued that Antonio must part with sixteen ounces of his "personal property," was distinctly in error, and the Venetian Court unhappily was acting *ultra vires*, as Courts sometimes do. It had no right to tell the Jew to take the flesh, but to be careful "to spill no drop of blood" with it. The moment Shylock had advanced towards his victim, knife in hand, he would have been technically guilty of an assault with intent, and would have been obliged to appear at the police court of the period next morning to hear what the sitting magistrate thought of the offence.—*London Telegraph.*

COURT OF QUEEN'S BENCH.

[In Chambers.]

MONTREAL, April 29, 1885.

Coram CROSS, J.

WYLIE et vir, Appellant, and THE CITY OF MONTREAL, Respondent.

Appeal to Supreme Court—Future Rights.

The appellant was condemned by the Superior Court (7 L. N. 26) to pay the respondent $408, for taxes due to the City, for the years 1878, 1879, and 1880, on property belonging to Appellant, and by her used as a girls' private school. This judgment was, by a majority of the Court, confirmed in Appeal.

Kerr, Q.C., petitioned for leave to appeal to the Supreme Court, basing his right so to do upon the ground that the judgment com-

plained of affected the future rights of the parties, for if it were not reversed, it would have the effect of authorizing the respondent to collect taxes of the nature claimed, from the appellant yearly.

Roy, Q.C., opposed the application, on the ground that the amount of the action and judgment was under $2,000, and that the case did not involve future rights, as the assessment was made yearly, and might be discontinued or not imposed hereafter. Cited *Lussier & Corporation of Hochelaga*, 3 L.N. 309.

CROSS, J., held, referring to *Les Soeurs de l'Asile de la Providence de Montréal & Le Maire et les Conseillers de la Ville de Terrebonne*, in which leave to appeal was granted by Mr. Justice Monk on 9th April last, that the case was one which was comprehended under the term "Future Rights," that it was dangerous to refuse to allow leave to appeal, and that where there was any difficulty leave would be given, as the respondent would always have his recourse before the Supreme Court to have the appeal rejected summarily.

Kerr, Carter & Goldstein, for Appellant.
Rouer Roy, Q.C., for Respondent.

COURT OF QUEEN'S BENCH.

QUEBEC, Feb. 8, 1884.

Before MONK, RAMSAY, TESSIER, CROSS, and BABY, JJ.

LA CORPORATION DU COMTÉ DE DORCHESTER (deft. below), Appellant, and COLLET (plff. below), Respondent.

Municipal Corporation—Road—Expropriation.

Held, That the Corporation, appellant, had no power to take any of the respondent's land for a road, without fulfilling the formalities prescribed by law for the expropriation of the land required for such road. The general reserve in the letters patent from the Crown is made in favour of the Crown only, and does not pass to the municipal authority.

For remarks of Justices Tessier and Baby see 10 Q.L.R. 63.

RAMSAY, J. (concurring in the judgment): This action is possessory by respondent, for taking possession of land for a road without proceeding to expropriate.

The naked question as to the right to this action when the municipality has not adopted the proper preliminary steps to expropriate the owner, has been so frequently decided by all the Courts of this Province that it will readily be supposed it was not the object of the appellant to test it again. But the pretention of the appellant is that by the original grant of the land from the Crown there was a reservation of the right to make as many roads as the Crown might require on the land in question, that this right passed to the municipalities, and is recognised by the Art. 906 M.C.

The words of the grant on which appellant relies are as follows:—

"And we do hereby expressly reserve to "us, our heirs and successors, a right of "making any number of *public roads* or *high-* "*ways*, of a width not exceeding one hundred "feet, through any part of the said land and "premises hereby granted, except such part "whereon any dwelling-houses or other "houses or dwellings shall be erected."

This reserve is evidently personal to the Crown, and would not necessarily pass to the municipality; but it is said that as no indemnity is to be granted, or as the English version elegantly and correctly has it "must "be granted," for the "land reserved for a "public road in the grant or concession of a "lot," therefore the municipality can avail itself of the reserve to the Crown. I cannot adopt this view. The code evidently refers to a specific reserve of so much land for road purposes, not to a general reserve of this kind. But, in addition to this, I don't think the Crown could take the land without indemnity under a general clause of this sort. It never has been suggested, so far as I know, that a general reserve of this kind was not subject to indemnity for damage. As an illustration, in the case of the *Duke of Buccleugh* v. *Wakefield*, L.R. 4 H. L. 377, where there was a contest as to whether the appellant had a right to destroy the whole surface under a general reservation of mines, the obligation to indemnify was taken as a matter of course. There was, therefore, an indemnity to be established.

I am to confirm.

Judgment confirmed, Baby, J., dissenting.
Belleau, Stafford & Belleau for appellant.
L. Taschereau for respondent.

COUR DE CIRCUIT.

MONTRÉAL, 16 mars 1885.

Coram CARON, J.

POMINVILLE v. GAUTHIER.

Commerçants de chevaux—Chevaux en pension—Prescription.

JUGÉ:—1o. *Que celui qui, bien que commerçant de chevaux, ne tient cependant pas* par état *de chevaux en pension, ne peut, pour les fins de la prescription, être assimilé au maître de pension; pas même dans le cas où il aurait gardé dans ses écuries et nourri pendant quelques jours, des chevaux appartenant au défendeur.*

2o. *Que dans l'espèce, la prescription annale établie par l'article* 2262, *No.* 4, *du Code Civil, n'a pas d'application.*

Le demandeur réclamait du défendeur la somme de $18.60, pour avoir nourri pendant quelques jours huit chevaux appartenant au défendeur.

A l'encontre de cette action, le défendeur produisit entre autres plaidoyers, le suivant:

Que tous les faits allégués en la déclaration du demandeur sont faux et mal fondés.

Qu'en supposant même qu'il serait dû au demandeur comme il le prétend, le montant mentionné en la dite déclaration, tel montant serait prescrit par la prescription d'un an, en vertu de l'article 2262 du Code Civil. Et il concluait au renvoi de l'action.

La preuve démontra que bien que le demandeur fût commerçant de chevaux il ne tenait pas et n'avait jamais tenu *par état* de chevaux en pension. Mais dans l'occasion en question il avait pris soin de huit chevaux appartenant au défendeur et les avait nourris dans ses écuries pendant plusieurs jours en attendant que le défendeur trouvât à les vendre.

A l'audience, le défendeur qui appuyait ses prétentions sur l'article 2262 du Code Civil, appela d'une manière toute spéciale l'attention de la cour sur cet article.

De son côté, le demandeur cita les autorités suivantes:

Troplong, t. 2, Prescription, No. 970, qui s'exprime comme suit:

"Du reste, il ne faut pas assimiler ni aux traiteurs, *ni aux maîtres de pension*, ceux qui *par obligeance*, fournissent les aliments à un individu dans le besoin.

"C'est à ce sujet que Dumoulin, dans son apostille sur l'article 313 de l'ancienne coutume d'Orléans, propose l'espèce d'une fille de treize ans, qui, chassée par sa mère, s'était retirée dans la maison de son oncle qui l'avait nourrie pendant deux ans et demi. On opposa après son mariage la prescription (d'un an) contre la demande d'aliments faite par l'oncle qui avait rendu ce service à sa nièce. Dumoulin décida que l'oncle était bien fondé dans sa réclamation."

Au No. 971, Troplong ajoute:

"Je pense qu'on devrait rendre une décision semblable pour les personnes qui, *sans esprit de spéculation* et par pure amitié, reçoivent à leur table, *moyennant une indemnité*, une personne dont la compagnie leur est agréable. Les articles 2271 et 2272, ne font figurer dans leurs catégories diverses que des individus *qui font métier, état ou profession de leur travail, de leur art ou de leurs fournitures.* Il n'en est pas de même dans notre espèce."

Le demandeur cita de plus, Brodeau, sur Paris, art. 129, No. 1.

Et la cour, après délibéré, déclara que la créance du demandeur n'était pas soumise à la prescription annale invoquée par le défendeur, rejeta en conséquence son plaidoyer de prescription et donna gain de cause au demandeur.

Action maintenue.

Augé & Lafortune, pour le demandeur.

Béique, McGoun & Emard, pour le défendeur.

(J. G. D.)

COUR DE CIRCUIT.

MONTRÉAL, 13 avril 1885.

Coram JETTÉ, J.

POITEVIN v. ETIENNE et al.

Protêt—Coût du protêt.

JUGÉ:—*Que le coût d'un protêt notarié est recouvrable en justice, si la partie mise en demeure s'est soumise à ce protêt et a exécuté ce qu'on exigeait d'elle par ce protêt.*

Les propriétés des parties en cette cause sont contiguës et les défenderesses ont laissé croître auprès des bâtiments du demandeur, et à une distance prohibée par la loi, des ar-

bres dont les branches s'étendaient sur sa propriété et étaient devenues pour lui une véritable nuisance, sans compter qu'il avait souffert des dommages réels par l'humidité que lesdits arbres entretenaient dans ses bâtiments.

Le demandeur se plaignit souvent aux défenderesses de la nuisance et des dommages en question et les somma, à diverses reprises, en présence de témoins, d'avoir à enlever les dits arbres ou du moins d'en couper les branches; et comme elles ne tenaient aucun compte de ses plaintes et sommations verbales, il les fit protester par le ministère d'un notaire, de se conformer à ses réquisitions sous les peines de droit.

Leur réponse au protêt fut un refus formel. Cependant elles jugèrent plus prudent de couper les branches des arbres en question; ce qu'elles firent en effet quelques jours après le protêt.

C'est le coût de ce protêt, $8.60, que le demandeur a réclamé par la présente action.

Les défenderesses ont contesté cette action et allèguent entre autres choses par leur défense:

Que les arbres en question n'ont jamais causé de dommages au demandeur.

Que le protêt dont le coût est réclamé en cette cause était inutile et qu'elles ne sont pas tenues de payer ce protêt.

Que si, après le protêt, elles ont coupé quelques branches aux arbres en question, c'était sur l'avis de leur avocat, et dans le but d'éviter des difficultés. Et elles concluaient au renvoi de l'action.

Au soutien de ses prétentions le demandeur a invoqué les autorités suivantes:

11 Demolombe, pp. 548 et 578. Pothier, Société, No. 242. 1er Guyot, Rép. Vo. Arbre, p. 561. Merlin, Rép. Vo. Arbre, No. VI. 10 L. C. J. 82, Lecours v. La Corporation de la paroisse de St. Laurent.

Et la cour, tenant compte des autorités ci-dessus et prenant en considération que les branches des arbres en question se projetaient sur la propriété du demandeur et que les défenderesses avaient jugé à propos de couper ces branches, après la signification du protêt, les condamna à payer au demandeur la somme de $6.00 pour le coût dudit protêt, avec dépens.

Action maintenue.

Archambault, Lynch, Bergeron & Mignault, pour le demandeur.

O. Gaudet, pour les défenderesses.

(J.G.D.)

COUR DU RECORDER.

MONTRÉAL, 11 avril 1885.

Coram DEMONTIGNY, *Recorder*.

LA CITÉ DE MONTRÉAL v. FENNELL et SCHILLER, *oppt.*, et LA DITE CITÉ, *cont.*

Cour du Recorder—Juridiction—Opposition afin de conserver—Frais privilégiés.

JUGÉ:—1o. *Que la Cour du Recorder a juridiction pour recevoir une opposition afin de conserver sur le produit des meubles du débiteur.*

2o.—*Que le premier saisissant a un privilége sur les deniers prélevés pour les frais de saisie-gagerie.*

L'opposant avait obtenu jugement contre le défendeur sur un bref de saisie-gagerie. La demanderese a fait saisir les mêmes meubles appartenant au défendeur pour taxes d'affaires et d'eau, et a procédé à la vente avant que l'opposant eût pû exécuter son jugement. Ce dernier fit alors signifier à la demanderesse une opposition afin de conserver pour les frais encourus avant la saisie de la demanderesse.

Cette opposition fut contestée par la demanderesse, sur le principe que la Cour du Recorder n'avait pas de juridiction en ces matières; que la dite demanderesse n'avait pas saisi en vertu d'un jugement de la Cour du Recorder, mais en vertu d'un rôle de cotisation qui en loi équivaut à un jugement, et que, par suite, la Cour ne pouvait maintenir une opposition de la nature de celle de l'opposant, et adjuger sur l'exécution d'un jugement qu'elle n'avait pas rendu elle-même.

La Cour fut d'opinion qu'elle avait juridiction et que l'opposition afin de conserver était bien fondée.

Opposition maintenue.

L. Ethier, avocat de la demanderesse contestante.

De Martigny & De Martigny, avocats de l'opposant.

(J.J.B.)

JURISPRUDENCE FRANÇAISE.

Assurances contre l'incendie—Demande d'indemnité—Exagération des évaluations—Absence de fraude—Renonciation de la compagnie.

1o. La clause d'une police d'assurance contre l'incendie stipulant que l'assuré encourt la déchéance de son droit à l'indemnité lorsqu'il a exagéré le montant du dommage subi, ne peut recevoir son application en l'absence d'une intention frauduleuse et dolosive de la part du sinistré.

2o. Ce caractère frauduleux et dolosif ne se trouve pas dans le fait par l'assuré d'avoir grossi l'importance de ses pertes dans un état qu'il a adressé le jour même de l'incendie, au milieu du trouble profond que lui causait le sinistre, et alors surtout qu'il s'est désisté aussitôt après sa première évaluation qu'il n'a pas reproduite devant la justice.

3o. Il y a d'ailleurs renonciation tacite de la part de la compagnie assureur, à se prévaloir de cette déchéance dans la déclaration par elle faite d'être disposée à donner satisfaction au sinistre dans la mesure indiquée par le rapport des experts.

(5 *déc.* 1884. *Cour d'Appel de Paris. Gaz. Pal.* 1-2 *mars* 1885.)

Bail—Cession — Garantie — Cession intermédiaire.

L'engagement contracté par le preneur originaire de garantir au bailleur le paiement des loyers solidairement avec son cessionnaire en cas de cession, constitue une obligation exclusivement personnelle et qui ne lie que celui qui l'a consentie.

En conséquence le bailleur dans le cas de plusieurs cessions successives n'a d'action directe que contre le preneur originaire et le cessionnaire actuel, le premier en vertu du contrat, le second comme occupant les lieux ; les cessionnaires intermédiaires n'étant tenus que d'une obligation corrélative au temps de leur jouissance.

(17 *déc.* 1884. *Cour d'Appel de Paris. Gaz. Pal.* 10 *mars* 1885.)

Avoué—Mandat ad litem—*Production à une faillite et à un ordre—Inscription non renouvelée —Etendue du mandat.*

Le mandat *ad litem* est limité par les règles générales qui régissent l'exercise du ministère de l'avoué au devoir d'accomplir exactement les formalités prescrites par la loi pour la régularité des procédures.

Spécialement le mandat de l'avoué, chargé de faire vérifier et admettre une créance hypothécaire au passif d'une faillite, et de produire à l'ordre, qui sera ultérieurement ouvert sur le prix des immeubles du failli, ne peut être étendu à l'obligation de renouveler l'inscription de l'hypothèque qui garantit ladite créance. Un mandat spécial conféré à l'avoué et accepté par lui aux fins de ce renouvellement est nécessaire, pour que, par le non accomplissement de cette mesure, sa responsabilité puisse se trouver engagée.

(17 *fév.* 1885. *Cassation. Gaz. Pal.* 11 *mars* 1885.)

LARGE FEES.

It is said that the Bell telephone company paid Mr. J. J. Starrow, the prominent patent lawyer of Boston, a fee of $25,000, with an additional contingent fee of $25,000 in case of success. A fee of $50,000 is a good round sum for a single case, but his services were worth that much to the Bell telephone company.

This is the largest fee we know of that has been paid recently. The firm of Butler, McDonald & Butler, of Indianapolis, Ind., some time ago received $30,000 for "closing out" the Indianapolis and St. Louis Railroad.

If a St. Louis paper is to be relied on, "heathen Bob" Ingersoll received a good round sum for his services in the famous Star Route cases. It says:

"While ex-Senator Dorsey was here in attendance on the cattle convention he was asked one day how much he paid Bob Ingersoll for his defence in the Star Route trials. "Well," said he, "it was very curious how that was done. From the beginning to the end of the trial Ingersoll never asked me for a dollar. One day, after I had been acquitted at the second trial, I met Ingersoll and I asked him how much I owed him. He at first declined to talk about it, saying he had no charge to make and he didn't care if he never got a cent. I asked him to walk a few squares with me, and we went to the safe deposit building. I unlocked my box and took out a

four per cent. government bond for $100,000 and gave it to him. He put it in his pocket and we walked away, and have not referred to the subject since."

This recalls the story of Hon. Joe Geiger's first "big fee." It seems that a few years after he had commenced practicing law Joe did some very "clever" work for a certain railroad, which they appreciated very highly. Joe was aware that his services had been of great value to the company and he was meditating what amount he should charge, and was trying to screw his conscience up to charging a fee of $200. When the accountant of the road called on him, told him how well they were pleased with the work he had done for them, and told Joe he had come to pay him, and produced a large roll of $500 bills, and counted down four, and then paused, saying, "how much, Mr. Geiger, will it take to satisfy you?" Joe very complacently replied, "Oh, another one of those will do."—*American Law Journal.*

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*RECENT DECISIONS AT QUEBEC.**

Terme incertain — Condition potestative — Fixation de délai.—Jugé, Que lorsque le contrat recule l'exigibilité du paiement jusqu'à l'accomplissement d'un fait dépendant de la volonté du débiteur, le créancier ne peut pas, sans aucune fixation de délai et sur sommation notariée au débiteur d'accomplir le fait et de payer, le poursuivre et conclure purement et simplement au paiement; qu'il ne peut conclure qu'à la fixation par le tribunal, d'un délai pour l'accomplissement du fait et au paiement après son expiration.—(En Révision) *Bartley* v. *Breakey.*

Provisions—Privilége — Hôtelier.—Jugé, Que le fournisseur de provisions à un hôtellier n'a pas de privilége; et que, si l'hôtellier vit avec sa famille dans l'hôtel qu'il exploite, le privilége n'existe que pour la proportion des provisions qui a servi à nourrir, lui et sa famille.—(En Révision) *Ross* v. *Blouin*, et *Daly et al.*, oppts.

Alimentary allowance — Imprisonment — Capias ad respondendum.—Held, that a defendant imprisoned under a *capias ad respondendum* has a right, if he be a pauper, to obtain an alimentary allowance from the plaintiff. McCord, J., said: At the argument it was contended by the counsel for the plaintiff, that the provisions of sect. 6 of ch. 87, C. S. L. C., having been codified under the head of coercive imprisonment, and omitted under the head of *capias ad respondendum*, in the Code of Civil Procedure, these provisions no longer apply to *capias*, and are restricted to cases of coercive imprisonment, in the sense of *contrainte par corps*, especially as the words of the article 790 are "any person *thus* imprisoned." I cannot admit this view to be correct. The mere omission to provide in this code for the obtaining of an alimentary allowance in cases of *capias* has not, in my opinion, the effect of repealing the provisions of the Consolidated Statute as regards *capias* (see 1360 C. C. P.), and the incorporation of these provisions, under the head of coercive imprisonment, merely extends them to this kind of imprisonment. Such would be my opinion, even if I were to be guided by the Code of Civil Procedure only; but on reference to the Civil Code, article 2277, I see that it provides that the Consolidated Statute shall apply to cases of *capias;* and this is a sufficient reason for holding that the provisions of that statute are not repealed by any omission in the Code of Procedure, especially as the right to imprison a British subject and the right of that subject, if he be a pauper, to obtain an alimentary allowance, may be considered as matters of civil rights rather than as mere matters of procedure.—(S. C.) *Killoran* v. *Waters.*

Certiorari—Conviction—Penalty—Minors.—Held, 1. Where the conviction is for a penalty, the complainant cannot free himself from his liability to costs on *certiorari*, by renouncing the conviction: especially if he contests the *certiorari*.

2. A complainant, having obtained a conviction against minors, cannot set up their minority against them, when they seek redress from that conviction by means of *certiorari*.

3. A conviction may be quashed upon an inscription on the merits of the *certiorari*, without motion to quash, if the quashing has been prayed for in the petition for *certiorari*.—(S. C.) *Hebert et al.* v. *Paquet.*

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* 11 Q. L. R.