The Legal News.

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THE LAW REPORTS.

We are receiving from all sides the most gratifying expressions of approval of the new system of Reports. Those who have considered the subject are unanimously of opinion that the step now taken is one that must be advantageous to the profession. The remark has been made to us, however, whether the *Legal News* may not lose some of its interest by the withdrawal of full reports of the Superior Court and Appeal decisions. Our arrangements for the *Legal News* under the new system are not yet complete, but we think, taking the last two as average numbers, that the apprehension of a falling off in interest is shown to be unfounded. We have reports of a number of judgments in the Circuit Court, a judgment in Appeal at Quebec, &c., none of which fall within our regular system, and will not be repeated in the "Montreal Law Reports." Some of the advantages accruing to the *Legal News* will be, (1) More speedy publication of short notes of current decisions. (2) Increase in the number of notes embraced in each issue. (3) Increased space for articles and correspondence on current topics, and on subjects of interest to the bar. (4) Increased space for decisions in rural districts. (5) Increased space for notes of important contemporary decisions in England, France and the United States upon branches of the law similar to our own. It is proposed, moreover, that the *Legal News* from 1st January next shall be delivered at half price ($2 per annum) to all subscribers to the "Montreal Law Reports."

JUDICIAL WORKSHOPS.

The buildings provided for judges and lawyers to do their work in, are seldom all that could be desired. In England Mr. Justice Stephen loses his way in the intricate and confused maze of the new law Courts. (7 L. N. 256.) The St. Louis Court House has become an unsavory refuge for tramps (7 L.N. 89). Chicago also boasts a new Court House, but it is so unsatisfactory that the *Chicago Legal News* recently mentioned the following fact in reference to it:—

"A few days ago, one of the best judges on the bench said, "My court room is dark, and I have to burn gas most of the time. The air heated by the burning gas is extremely injurious to my health. I feel that I am breaking down from this cause, and at the expiration of my term next year, I shall resume my practice at the bar."

Thereupon Mr. J. A. Crain, a lawyer of Freeport, sends the following suggestion to to the editor:—

"For twenty years I have had over each gas-burner in my office, a pipe leading into a chimney, which pipe carries off all heat and noxious effects of the gas when burning. Tell the judge mentioned in *Legal News* of 18th, and oblige."

LORDS BRAMWELL AND COLERIDGE ON THE SALVATION ARMY.

A correspondent who asked a question of Lord Bramwell, as to the law in regard to the Salvation Army, received the following reply:—

"There is no statute law on the subject you mention. By the common law, if any one or more, either by stinks, noises, or otherwise, make the neighbourhood unwholesome or distressing to its inhabitants, a public indictable nuisance is committed, and the offender may be fined and imprisoned. But it must be a sensible grievance, and not one to fastidious people only; and it must be one not affecting one or two persons only, but the neighbourhood generally. You will find all this mentioned in Russell on 'Crimes,' vol. i. book ii. c. 30, s. 1, fourth edition. But I recommend you to lay a case before counsel, stating what facts can be proved. He will be able to advise you on the facts and law of your particular case, an opinion on which is worth much more than one on law only."

While upon this subject we shall quote a passage from the judgment of Lord Chief Justice Coleridge in *Beatty* v. *Glenister*. We had not seen this judgment when we referred to the case of the Salvationists in Montreal (*ante*, p. 257). It will be observed that

his Lordship goes much further than we ventured to do in our remarks, for there is a manifest difference between merely singing a hymn on a public square and parading the streets with beat of drum and other instruments. His Lordship says (the italics are ours):—

"As well might it be said that Wesley had 'created a disturbance' when he went to preach in Oxford, at Lincoln College, and the undergraduates mobbed him and pelted him with mud. In one sense, no doubt, he had created it, for he went there, and they did not like him; and it might be said in a sense that he had 'headed' the crowd that followed him, but he could not help that, and it was not his fault. So here, the defendants had only 'caused a disturbance' or 'headed a crowd' in that sense and no other, and they ought not to have been convicted. *Singing hymns or shouting 'Hallelujah!' was not 'brawling' and creating a disturbance within the meaning of the law, nor was playing an instrument out of tune an offence against the peace. He sometimes wished it was.* The proceedings of the Salvation Army might not always be such as he might like or approve, but they had their legal rights as other people had, and these rights were not to be interfered with unwarrantably. It was not because the magistrates or some of the inhabitants did not like these proceedings of the Salvation Army that, therefore, they had a right to interfere with them if not against the law. And this was an attempt to strain the law so as to make it operate against practices which were not liked or approved of, but which were not offences against the law. The conviction, therefore, was wrong, and must be set aside."

BUSINESS FAILURES IN CANADA.

The number of failures in the Dominion during the three months ending with September, as reported to Messrs. Dun, Wiman & Co., was as follows:—

	Number.	Liabilities.
1884	227	$4,112,892
1883	314	3,439,891
1882	166	1,715,982
1881	130	787,889
1880	130	1,219,763
1879	417	6,998,617

Although the liabilities of traders who have failed during the past quarter are larger than in the corresponding period of any preceding year since 1879, the number of insolvents is more than 25 per cent. less than last year. This increase of liabilities has been due to the failure of two or three large firms, as for example that of Fawcett & Co., private bankers, whose liabilities exceeded a million dollars, but compensation in some measure is found in the fact that the assets have more than correspondingly increased. Taking the full period of nine months, the failures in the past six years rank thus:—

	Number.	Liabilities.
1884	979	$14,855,492
1883	1,001	11,688,951
1882	537	5,832,552
1881	479	4,690,747
1880	779	6,888,611
1879	1,484	24,424,570

SUPREME COURT REPORTS.

To the Editor of the LEGAL NEWS:

SIR,—As the plan announced in the last number of the LEGAL NEWS does not embrace a full report of the Supreme Court decisions, I would suggest that some publication which is not entering into the extension of the LEGAL NEWS should make it a specialty to publish reports of the Supreme Court cases. The reports now published *by authority* are most unsatisfactory, especially for the Province of Quebec. There is not a proportion equal to 10 per cent. of the decisions reported. We have had most important cases, upon the decision of which other actions pending before the provincial courts depend; *Harrington* v. *Corse* in particular, and after over two years no report has so far seen the light, although repeatedly asked for. The length of the reports published is discouraging for any one. To find out the enunciation of a useful principle of law applicable to another case, is almost impossible in those prolix deliverances. When we read a book, there is a summary of matters and an index somewhere to shorten the labour. In these endless reports you have to go through a mass of useless matters before you find out what you want. And when one judge has explained the facts, why should we be

afflicted by quintuple repetitions? It is high time that private enterprise should take hold of this standing necessity. And if it is done, I for one will not disturb anybody by obtaining a copy of the authentic reports.

D.

[We have not verified the percentage mentioned by our correspondent, who is a senior Queen's Counsel, with a large practice before the Supreme Court; but we are under the impression that the Province of Quebec cases before the Supreme Court are especially in arrear as far as reports are concerned.—Ed. Legal News.]

THE COURT OF REVIEW.

To the Editor of The Legal News:

Sir,—It has been evident for some time past, that the system adopted by the Court of Review, with regard to hearing country cases, is working an injustice to the advocates practising in the city, and to the litigants before the Courts here: and as the result of this term's work has brought this out more glaringly than ever before, it may be useful to call the attention of the Bar and the Judges to the matter more forcibly by publishing the actual figures.

In this month of October the Court has sat four days, nominally devoting two days to country cases and two to those of this district. This, to begin with, gave an undue proportion of the time to the country cases, as there were only 22 on the roll out of a total of 65; one being an election case. But as we come to examine the working of the system, the disproportion appears more and more abnormal. On the first day of the Court, the election case, and one privileged case, were heard. The second and third days were devoted to hearing cases from the rural districts. On the fourth, two Montreal cases were heard, and then the insatiable country litigants claimed the privilege again, as having been represented by city advocates, who had the day before yielded their place to their rural confrères. The result of the term's work stands as follows: 1 election petition; 1 privileged case; 1 motion; 3 Montreal cases, and 11 country cases heard. In other words, half of the country cases on the roll were disposed of, and only one-thirteenth of the city cases. It is well for us to be courteous to our country brethren, and for the Court to be complaisant in its arrangements for their convenience; but we must not altogether forget the interests of our clients and ourselves, nor fail to remember that complaisance may degenerate into stultification.

If we turn to the September list we do not find much comfort, but only indications of the October fiasco. Out of 80 cases on the roll, 27 were from the rural districts, and there was one election case. The Court sat longer than usual in the attempt to diminish this heavy list; five or six days, if I remember rightly, devoting three days to country cases. Five motions were heard, one election case, and one motion in a jury case; 10 city cases were heard on the merits, and 14 country cases!

I have not sufficient spirit left to proceed further with this investigation; enough has been said to show that some radical change is needed in the system upon which this Court is managed.

I would humbly suggest that the Court should adopt some system, as to country cases, like that which works so well in the Court of Appeal:—taking them in their turn upon the roll as far down as the Court might expect to reach; or devoting only one day out of the four, and that the last, to these cases. Taking them last would relieve the Bar here from much uncertainty as to their cases being called;—and would cause no inconvenience to our confrères; but, on the contrary, would make their day fixed, instead of uncertain as at present.

It would relieve the roll very much if the election cases could be heard on a day set apart, and not in the regular term. They are invariably lengthy, and generally take up at least one of the days set apart for city cases.

The roll is not made up on a logical system. Cases called and not argued should go to the bottom of the list, and lose their turn on the roll for the next term. To give an instance of how the present system works, I may mention a case which was reached in September, on the last day at 3.30 p.m. The Court adjourned without hearing the parties, who were ready. This term it was the 9th on the roll instead of the first! and it has not yet

been called. I learn from the clerk that the old roll is re-copied for the next term, simply leaving out the cases heard, the others remaining in the same order as when first put on. Surely there is room for improvement here.

Trusting that these remarks may have some effect,

I remain, Sir,

Your obedient servant,

A CITY PRACTITIONER.

Montreal, 25th October, 1884.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, Nov. 20, 1882.

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

MONDELET et al. (plffs. below). Appellants, and ROY (deft. below), Respondent.*

Servitude—Seigniorial Act of 1854—*Evidence.*

By deed of partition, in 1811, between the proprietors of a seigniory, it was agreed that the co-partitioners should not erect for their own profit any grist or saw-mill on their respective portions, within a league of the mills then existing on the seigniory. By deed of sale in 1850, a piece of land forming part of the same seigniory was sold by the representatives of one of the co-partitioners, with a stipulation that the purchasers and their representatives should never build nor permit to be built any flour mill or grist mill, whether such mill were operated by water, steam or any other motive power.

In an action brought to compel the respondent to demolish a grist mill:

Held, 1st. That the deed of 1811 created a reciprocal servitude in favor of each portion of the seigniory divided by the deed of partition.

2. That if this servitude was in its nature a seigniorial servitude, it was abolished by the Seigniorial Act of 1854, whether the servitude be considered as a principal right or as an accessory of the right of *banalité*.

3. That if the servitude was not seigniorial, it was constituted in favor of a seigniory, and it disappeared by the concession of the real estate in favor of which it was created.

4. That the deed of sale of 1850 did not create a real servitude, but only a personal obligation, inasmuch as no *héritage dominant* was mentioned therein.

5. That the existence of a *héritage dominant* not mentioned in the deed cannot be proved by verbal evidence.

RAMSAY, J., delivered the judgment in appeal, by which the judgment of SICOTTE, J., Superior Court, St. Hyacinthe, was confirmed.

Mercier, Beausoleil & Martineau for the Appellants.

Lacoste, Globensky & Bisaillon for the Respondent.

* To appear in the Montreal Law Reports, 1 Queen's Bench.

SUPERIOR COURT.

MONTREAL, Sept. 30, 1884.

Before LORANGER, J.

GILMAN v. THE ROYAL CANADIAN INSURANCE COMPANY.*

Company—Forfeiture of shares—Sale of confiscated stock.

Held, that the company, defendant, had the right to confiscate and sell shares on which the calls were not paid within the time fixed by notices regularly given. It was not necessary to mention the shares in detail in the advertisement of sale, nor to set forth the amount paid on each share. The intention of the directors to sell the forfeited shares as if all past due calls were paid up, and subject to the payment of all future calls, was regular and legal.

The action to set aside the forfeiture of shares, and to prevent the sale of the shares at public auction, was dismissed.

A. W. Atwater for the plaintiff.

N. W. Trenholme, counsel.

Bethune & Bethune for the Royal Canadian Insurance Co.

Geoffrion, Rinfret & Dorion for Thibaudeau et al., directors.

L. N. Benjamin for Robertson et al., directors.

* To appear in the Montreal Law Reports, 1 S. C.

SUPERIOR COURT.

MONTREAL, Oct. 6, 1884.

Before MOUSSEAU, J.

GILMAN v. ROBERTSON et al., and THE ROYAL CANADIAN INSURANCE CO., *mis en cause.**

Company—Sale of shares—Election of Directors.

Held, the sale of the Kay stock mentioned in the plaintiff's declaration was regular and legal, and, moreover, the plaintiff having acquiesced therein, had no right to complain.

2. The defendants Archer, Ostell, Hodgson and Moss had no need of re-election as directors on the 7th of February, 1884, and such re-election did not legally affect their then status of directors until the annual meeting of the company in 1885.

3. The remaining directors were all duly and legally elected at the meeting of the company held on the 7th of February, 1884.

4. All the said directors were duly qualified under the charter of the company.

Action dismissed.

Trenholme, Taylor & Dickson for plaintiff.

Maclaren, Leet & Smith for defendants, Robertson et al.

Bethune & Bethune for defendant Ostell and the *mis en cause*.

Kerr & Carter for defendants Archer et al.

SUPERIOR COURT.

MONTREAL, Oct. 15, 1884.

Before LORANGER, J.

HODGSON et al. v. LA BANQUE D'HOCHELAGA et al.*

Libel in a plea—When action therefor may be instituted.

Held, 1. An action of damages, founded upon defamatory statements contained in a plea, may be instituted before the termination of the suit in which the plea in question was filed.

2. Pleadings containing defamatory statements respecting a party to the case are privileged only when the allegations are pertinent to the issue, and when filed in good faith for the purpose of legitimate defence.

Demurrer dismissed.

* To appear in the Montreal Law Reports, 1 S. C.

Kerr, Carter & Goldstein for the plaintiffs

Beique, McGoun & Emard for the defendant La Banque d'Hochelaga.

Abbott, Tait & Abbotts for the defendant the Molsons Bank.

COUR DE CIRCUIT.

MONTRÉAL, 4 septembre 1884.

Coram LORANGER, J.

LACHAPELLE v. LAROSE.

Collecteur exigeant honoraire pour coût d'une lettre.

JUGÉ: 1. *Qu'un agent ou* collecteur, *n'a pas droit d'exiger* $1.50, *ni aucune autre somme, pour le coût d'une lettre écrite à un débiteur lui réclamant sa dette.*

2. *Que dans le cas actuel, le défendeur sera condamné à rembourser au demandeur* $1.50, *coût d'une prétendue lettre d'avocat par lui écrite au demandeur de la part du nommé Edouard Richelieu et qu'il s'était fait payer en qualité d'agent.*

Voici la teneur de la déclaration du demandeur:

Qu'en la cité de Montréal, il aurait payé au défendeur la somme de $1.50 aux dates suivantes, savoir: $1.00, le 10 décembre 1880 et $0.50, le 7 janvier 1884, ainsi qu'il appert aux reçus du défendeur produits au soutien des présentes, et ce, pour le coût d'une prétendue lettre d'avocat que lui aurait envoyée le défendeur de la part d'Edouard Richelieu.

Que la dite lettre n'était pas une lettre d'avocat, mais avait été écrite par le défendeur et signée de son nom, en qualité d'agent, et qu'il n'avait aucun droit à la dite somme de $1.50.

Que le défendeur n'est pas avocat, mais que pour mieux surprendre la bonne foi et profiter de l'ignorance du demandeur qui est entièrement illettré, comme pour mieux le tromper et le frustrer, il se serait faussement représenté comme avocat, en qualifiant sa dite lettre de "lettre d'avocat": appert par l'exhibit No 2 du demandeur.

Que le demandeur a payé au défendeur la dite somme sans la lui devoir, par erreur, ignorance de cause et sous la fausse impression qu'il s'agissait d'une lettre d'avocat.

Qu'en obtenant ainsi la dite somme, le défendeur s'est rendu coupable d'extorsion.

Que pour les causes susdites, le demandeur est bien fondé à demander la répétition de la dite somme de $1.50 etc. etc.

Le défendeur ne plaida pas à cette action, et la cour, après examen des témoins et audition au mérite, accorda au demandeur les conclusions de sa déclaration.

Action maintenue.

J. G. D'Amour, proc. du demandeur.

(J. G. D.)

COUR DE CIRCUIT.

MONTRÉAL, 10 septembre 1884.

Coram LORANGER, J.

BROWN et al. v. GORDON et MCARTHUR et al., Tiers-saisis.

44 & 45 *Vic. c.* 18—*Journalier—Gages.*

JUGÉ: 1. *Qu'aucune autre personne que le* journalier (*homme de peine*), *n'a droit de se prévaloir de l'acte de la législature de Québec* 44 *et* 45 *Vic. ch.* 18, *lequel pourvoit à ce que "les gages échus des* journaliers *ne soient saisissables que pour un montant n'excédant pas la moitié des dits gages.*

2. *Que le défendeur en cette cause, qui est employé dans une fabrique de papier à tapisserie et dont l'occupation est de peindre ou graver les fleurs sur ce papier, n'est pas* un journalier *et n'a pas droit au bénéfice du dit acte.*

Les tiers-saisis en cette cause, firent la déclaration suivante:

"That at the time of the service made upon us of the writ of *saisie-arrêt* issued in this cause, said defendant was in our service and worked and was paid by the day. That at the date of said service of the said writ, there was due and owing to the defendant, as his pay for six days, the sum of $12; one half of which sum is liable to seizure under and by virtue of 44 & 45 Vic. ch. 18. The price agreed to be paid to defendant is $2 a day and he is paid every fortnight."

A l'encontre de la prétention émise dans cette déclaration, que la moitié seulement du salaire du défendeur était saisissable, les demandeurs prétendirent que le défendeur n'était pas *journalier*, il était plutôt artiste et que son salaire entier était saisissable. Il n'y avait, suivant eux, que le journalier proprement dit, en d'autres termes l'homme de peine, qui pût invoquer le bénéfice du statut. Les hommes de profession, les artistes, les artisans ou hommes de métier, bien que payés à la journée, à la semaine ou au mois, comme la chose peut arriver quelquefois, ne seraient pas pour cela *des journaliers*, ni d'après la signification de ce mot, ni dans le sens que la loi y attache, et ne pourraient réclamer le bénéfice du statut promulgué uniquement pour venir en aide au pauvre journalier.

Afin de mieux déterminer à quelle classe appartenait le défendeur, il fut lui-même examiné comme témoin et tout en se disant journalier, il admit cependant que ses occupations dans la manufacture des tiers-saisis, était de dessiner ou graver les fleurs sur le papier à tapisserie fabriqué dans cet établissement. Et après l'avoir entendu, la cour déclara qu'il n'était pas *journalier* et n'avait aucun droit au bénéfice du statut; et, en conséquence, condamna les tiers-saisis à payer aux demandeurs, le montant entier des $12 qu'ils avaient déclaré devoir au défendeur.

J. G. D'Amour, pour les demandeurs.

Le défendeur, en personne.

(J. G. D.)

RECENT ONTARIO DECISIONS.

Negligence — Sufficiency of Railway Bell — Speed of trains in cities, etc. —Fencing track on highway — Contributory negligence. — By the Consolidated Railway Act, 1879, every locomotive engine shall be furnished with a bell of at least thirty pounds weight, which shall be rung at the distance of at least eighty rods from every crossing over a highway, and be kept ringing until the engine has crossed the highway. The judge charged the jury, that the object was that a person passing at the crossing should receive warning of the approach of the train, and the bell must be such a bell as would reasonably give that warning. *Held*, a proper direction.

By the same Act no locomotive shall pass through any thickly peopled part of any city, etc., at a speed greater than six miles an hour unless the track is properly fenced. *Held*, that this applies as well to the crossing of a highway as to other parts of a city, etc., and that the defendants were guilty of a breach of the Act in running a train at a

greater speed than six miles an hour across a highway in a village where the only portion of the track not properly fenced, was that portion which crossed the highway.

The plaintiff was well acquainted with the locality in question, and had known it to be a dangerous crossing for many years, yet when approaching it in his waggon he did not look to see if a train was coming, though he could have seen the train in question in time to have stopped his horses before reaching the track. He did not observe the train until he was on the track, and it was too late to avoid being struck. The jury found for the plaintiff. *Held*, that there was evidence of contributory negligence, and a new trial was directed.—*Corrigan* v. *The Grand Trunk Railway Co.* (Queen's Bench Division).

Gratuitous bailment — Negligence—Liability of bailee.—The plaintiff left a sum of money with the defendant, a shopkeeper, for safe keeping. The money was put in a safe in the defendant's shop, but when the plaintiff applied for it the next day, the defendant told him that it had been taken out and he could not give it to him. On the evidence, the jury found, in answer to questions submitted to them, that the defendant was wanting in ordinary diligence in taking care of the money, in unlocking the drawer in which it had been placed, and leaving it unlocked while he went to the cellar to get goods for customers, who were then left alone in the shop, and that the money was lost through the defendant's negligence. They also found that the defendant wrongfully appropriated the money. Judgment was directed to be entered for the plaintiff upon these answers, and the court refused to disturb the judgment. — *Porteous* v. *Meyers* (Queen's Bench Division).

Broker—Pledge of stock—Sale by pledgee.—The plaintiff, a broker, pledged stock with the defendants, also brokers, for advances, the plaintiff's object being to buy stock largely and hold it for a rise in the market, and it was agreed that if the plaintiff was in default for interest, or in keeping up margins, the defendants could sell the stock on two days' notice. The defendants being in need of the stock, used it. Subsequently they alleged the plaintiff was in default, and he being ignorant of the disposition of his stock gave the defendants his notes for the amount claimed by them. Afterwards he ascertained that his stock had been sold. The defendants pleaded the custom of brokers as to their right to sell the stock. *Held*, that the custom alleged was not proved, nor would it be valid; that the parties might agree to be bound by such a mode of dealing, but in this case no such agreement was proved. *Held*, also, that the defendants might lawfully have repledged to enable them to raise their advances to plaintiff, but that the sale and other disposition by them without notice to plaintiff, and without default on his part, were wrongful, and entitled the plaintiff to recover the prices at which defendants sold the stock.—*Mara* v. *Cox et al.* (Queen's Bench Division).

RECENT U. S. DECISIONS.

Insurance Policy—Agreement to Assign—Measure of Damages. — The measure of damages for failure to assign a fire insurance policy to the purchaser of the property insured is the cost of procuring a similar policy, and not the amount of injury by fire to the property which the plaintiff neglected to re-insure. *Loker* v. *Damon*, 17 Pick. 284; *Miller* v. *Mariner's Church*, 7 Greenl. 51; *Grindle* v. *Eastern Express Co.*, 67 Me. 317; *Hoadley* v. *Northern Transportation Co.*, 115 Mass. 304.—*Dodd* v. *Jones*, S. J. C. Mass., 18 Rep. 306.

Common Carrier—Limited Ticket—Right of Ejection—Manner of Exercise of Right—Excuse. —1. A common carrier has a right to eject from its cars a person holding a ticket limited as to time, who claims the right to ride on presentation of such ticket and refuses to pay his fare. 2. Such right must, however, be exercised reasonably; the carrier has no right to eject an intruder in such manner as to endanger his safety; and while the carrier is not required to put off the intruder at a station or stopping-place, it cannot put him off at a place where his life or health would be endangered. 3. Where the conductor of a railway train has ejected an intruder at an improper place, it is no excuse, in an action for damages against the corporation, that the conductor told the intruder to leave at the next station the train came to, and that

nevertheless the intruder rode past the said station.—*Texas and Pacific Railway Co.* v. *McDonnell.* Ct. of App. of Tex. 18 Rep. 187.

Carriers—Through Lines—Respecting Liability of Connecting Carriers—Delivery—Block in Through Lines—Loss by Fire—Negligence.—Several connecting carriers having entered into certain contract arrangements for continuous transportation on through bills of lading, at settled rates of compensation, providing that each line should be responsible alone for its acts or omissions, do not thereby become liable as partners for the undertakings, representations, or misconduct of the carrier who receives merchandise from the shipper. Where cotton was delivered to a carrier to be transported from Memphis, Tennessee, to Woonsocket, Rhode Island, upon through bills of lading, exempting liability from fire, issued by the receiving carrier in pursuance of such arrangement between the connecting carriers, and the cotton was delayed at Norfolk by reason of a block caused by accumulation of freight on the line intended to convey it therefrom, and was stored in the defendant's warehouses, where it was burned. *Held*, that the company so storing the cotton was not bound to send the cotton forward by other lines, and was not liable for the loss. The fact that the company had effected an insurance on the cotton is unimportant. *Deming* v. *Norfolk & W. R. Co.* Circuit Court, E.D., Penns. 21 Fed. Rep. 25.

CRIMINAL LAW.

Autrefois acquit—The greater crime includes the lesser.—Where a grist mill, and all its contents, including the books of account of the owners of the mill, are destroyed by one single fire, and the defendant is prosecuted criminally for setting fire to and burning the mill, and on such charge is acquitted, *held*, that such acquittal is a good defence to a subsequent prosecution for setting fire to and burning the books of account.—*State* v. *Colgate*, Supreme Ct., Kan., Central L.J., May 16, 1884.

Evidence—Drunkenness—Intent.—Drunkenness is admissible in evidence on the question of intent, where the intent is an element in the constitution of the offence, and without which the offence could not be committed; and if the accused was in such a condition of mind from intoxication as to be incapable of forming such intent, he could not have committed the crime or incurred guilt.—*People* v. *Blake*, Supreme Ct., Calfornia, Pacific Reporter, June 19, 1884.

Homicide — Extenuation — Evidence.—The accused hearing from his sister that A. had whipped their brother, became greatly enraged, went out instantly and killed A. *Held*, the circumstances of the whipping, which the accused did not know at the time of the killing, are incompetent to prove provocation. The provocation which excuses must be something which a man knows of and resents at the time he does the killing, not what time or accident afterwards brings to light.—*Johnson* v. *Commonwealth*, Supreme Ct., Kentucky, *Colorado Law Rep.*, June 19, 1884.

CANADA GAZETTE NOTICES.

John Macpherson Hamilton, of Sault St. Marie, barrister-at-law, is gazetted Queen's Counsel, and the same gentleman is appointed District Judge for the Provisional Judicial District of Thunder Bay.

The appointment by the Hon. George Irvine, Q.C., Judge of Vice-Admiralty Court for Lower Canada, of the Hon. Thos. McCord, one of the Justices of the Superior Court, as Deputy Judge of the Vice-Admiralty Court, is approved by the Governor General, the appointment bearing date 6th Oct., 1884.

GENERAL NOTES.

At the last extension of the borough franchise in England an old worthy being found entitled to a vote was canvassed for it by each of the contending parties. His answer was,—"Na, na; I ha'e waited fifty years for a vote, an' noo that I ha'e got, I mean to keep it."

While Radical processions are marching through the streets of London, with banners inscribed, "Down with the Lords," the Mikado of Japan is busy organizing a peerage. He has created eleven princes, twenty-four marquises, seventy-six counts, three hundred and seventy-four viscounts, and seventy-four barons.

The contents of the September-October number of the *American Law Review* are:—1. Corporate Taxation; 2. Sunday and Sunday Laws; 3. Law Reforms in Germany; 4. Suing the State; 5. Are Persons Born within the United States *Ipso Facto* Citizens thereof; 6. Notes; 7. Correspondence; 8. Book Reviews; 9. Other Books Received; 10. Bi-monthly Digest of Cases Reported in the Law Periodicals. The contents are, as usual, of a high order of excellence.