THE LEGAL NEWS

EDITED BY

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TABLE OF CASES

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CURRENT TOPICS AND CASES.

The Acting Chief Justice at Montreal, while sitting in the Court of Review, had occasion, recently, to call the attention of the bar to serious irregularities in the practice regarding proof of proceedings and depositions taken in other causes, that is to say, in causes other than that into which such proof was desired to be introduced. In one instance two voluminous records were produced before the Court of Review, under a consent that certain depositions taken in those cases should serve as evidence in the case actually proceeding. In many other cases portions of records have been introduced into the record of another cause, to avail for a time as part of the proof in such cause. The court has intimated that irregularities of this nature cannot be permitted; that the court will refuse to look at such papers; and that proof must be regularly made by the production of properly certified copies.

Another matter, which has very frequently formed the subject of unfavorable comment from the bench, applies more especially to the Court of Appeal. There is often a disposition on the part of the bar to supplement the argu-

ment, oral and written, by further reasons and authorities, and copies of papers are sometimes sent to the judges after the argument, usually after service upon, and sometimes by consent of, counsel on the other side. It has been a well-established rule for a great many years, that nothing shall be sent to the judges after the argument, unless the court itself, at the hearing, has expressly granted permission to do so. Such unauthorized papers, therefore, cannot receive any attention. It is not implied, of course, that counsel have any wish to gain an unfair advantage; but sometimes, in the course of the hearing, points are raised, as to which they would like to have the privilege of fortifying their position by authorities. In order to do so, the permission of the court must be asked and granted at the hearing.

The fact that lawyers form so considerable a part of the legislatures of nearly all great states is sometimes alleged as a reproach. The matter is obviously one entirely within the control and good will of the electing body, and if they prefer to be represented by lawyers, that, in itself, is a sufficient answer. Mr. Chauncey M. Depew has recently borne additional and important testimony to the value of this presence of the members of a highly-trained profession, as an aid in controlling and restraining the impulses of less highly trained and more impetuous persons. Referring to the civil war in the United States, he said the lawyers then did their best to bring about a peaceful settlement between the north and south, which might have been effected by paying compensation to slave-owners; but when the armed struggle came they enlisted for the war, in proportion to their numbers, in far greater ratio than any other profession, calling or vocation. Nearly all the volunteer officers who became brigadier and major-generals, and won distinction, were members of the profession of the law. Mr. Depew, throughout his address, showed himself to be a strong advocate of international arbitration of disputes.

The Lord Chief Justice of England, while hearing the case of *Thomas* v. *Janecke*, last month, expressed his astonishment at some of the evidence regarding illicit commissions which the witnesses declared it was necessary to pay managers and foremen in order to obtain orders. One witness said it was well known that villas and life insurance policies had been given by traders to managers of firms in order to secure their work. The jury stopped the case in the course of the plaintiff's cross-examination (the action was by a manager of a manufacturing firm for wrongful dismissal), and the Lord Chief Justice, referring to the statements which had been made, said it was simply a disgraceful and shocking state of things, and that it was putting a premium upon the dishonestand unscrupulous man, who would get customers for his firm at the expense of corrupting those who were in a position of confidence and trust. He remembered a painful case, in which he defended the representative of a firm, who was properly convicted for giving commissions, and the prisoner told him that if he did not give such commissions, but went direct to the heads of the firm, although he might get two or three orders, when a new manager came he probably would not be above mixing some ingredients with the dyeing materials he (the prisoner) supplied for his house, so that the goods might be spoilt, and the orders placed elsewhere in future.

It seems rather late in the day to have to defend an advocate for accepting the defence of a criminal, however odious his offence. Yet the Lord Chancellor, speaking at the annual dinner of the Leeds Law Students' Society, felt constrained to go out of his way to condemn "a dastardly and serious attack" which had been made upon a distinguished advocate because he had acted as counsel for a great criminal. It was not suggested that the advocate had acted improperly, or had done anything wrong in the conduct of the cause; but the mere fact that he had

appeared for the criminal was the ground of the attack. The Lord Chancellor could conceive nothing more utterly opposed to the spirit of liberty which had hitherto prevailed of allowing an advocate to fearlessly and fully defend a criminal in a court of law. It need hardly be added that the attack to which the Lord Chancellor alluded was made in the course of an election contest.

SUPREME COURT OF CANADA.

Quebec.] OTTAWA, 9 Dec., 1895.

BANQUE JACQUES-CARTIER v. THE QUEEN.

Constitutional law—Powers of members of Government—Letter of credit—Contract of member of executive by—Ratification by legislature.

The Provincial Secretary of Quebec, in order to aid one D. to obtain advances by which he could execute a government contract for printing, wrote him a letter stating that the Government would have an amount voted for him in the ensuing session of the legislature which would be paid to him as soon as the session ended, or to any person to whom the letter should be transferred by D., and endorsed by him. The Provincial Secretary had the assent of his colleagues to the writing of this letter, but was not authorized by order in Council to do so. The money was voted by the legislature as stated in the letter.

Held, affirming the decision of the Court of Queen's Bench, that the said letter created no contract between D. and the Government of Quebec.

Held also, that the vote of the money by the legislature could not be said to ratify the contract with D., as no such contract existed, nor did it, any more than the letter itself, create an obligation binding on the government, which could only be done by order in Council.

D. indorsed the letter and transferred it, as a letter of credit to La Banque Jacques-Cartier.

Held, that such indorsement did not vest in the bank a claim that could be enforced at law against the Government.

Quære. Was the "letter of credit" a negotiable instrument

under The Bills of Exchange Act, 1890, or The Bank Act, R. S. C., c. 120 ?

Appeal dismissed with costs.

Langelier, Q.C., and *McKay*, for appellants.

Casgrain, Q.C., Atty. Gen. for Quebec, and *Ferguson, Q.C.*, for the respondent.

Ontario.] 9 Dec., 1895.

CLARKSON v. MCMASTER.

Construction of statute—55 Vic., c. 26, ss. 2 and 4 (O.)—Chattel mortgage—Agreement not to register—Void mortgage—Possession by creditor.

By the act relating to chattel mortgages (R.S.O., 1887, c. 125) a mortgage not registered within five days after execution is "void as against creditors," and by 55 Vic., c. 26, s. 2 (O.) that expression extends to "simple contract creditors of the mortgagor or bargainor suing on behalf of themselves and other creditors, and to any assignee for the general benefit of creditors within the meaning of the act respecting assignments and preferences." (R.S.O., 1887, c. 124). By sec. 4 of 55 Vic., ch. 26, a mortgage so void shall not, by subsequent possession by the mortgagee of the things mortgaged, be made valid "as against persons who became creditors . . before such taking of possession."

Held, reversing the decision of the Court of Appeal (22 Ont. App. R. 138), that under this legislation a mortgage so void is void as against all creditors and not merely those having executions in the sheriff's hands, and simple contract creditors who have commenced proceedings to set it aside; that the words "suing on behalf of themselves and other creditors" in the amending act only indicate the nature of proceedings necessary to set the mortgage aside and that the same will enure to the benefit of the general body of creditors; that the mortgage is void as against persons becoming creditors after its execution as well as before; and as against an assignee appointed after the mortgagee has taken possession; and that a void mortgage will not be made valid by such taking of possession.

Held, per Strong, C.J., that where a mortgage is given in pursuance of an agreement that there shall be neither registra-

tion nor immediate possession such mortgage is, on grounds of public policy, void *ab initio*.

Appeal allowed with costs and Judgment of MacMahon, J., restored.

S. H. Blake, Q.C., for the appellants.
Thompson, Q.C., for the respondents.

Manitoba.] 9 Dec., 1895.

FRANCIS v. TURNER.

Debtor and creditor—Agreement between—Conditional license to take possession of debtor's goods—Creditor's opinion of debtor's incapacity—Bona fides in forming opinion—Grounds—Replevin—Joint conversion.

F., a trader, having become insolvent, and being indebted, among others, to the firm of T. M. & Co. composed of T. and M., arranged to pay his other creditors 50 per cent of their claims, T. M. & Co. indorsing his notes for securing such payment, they to be paid in full, but payment to be postponed until a future named day. T. M. & Co. were secured for indorsing, by an agreement under seal by which it was agreed that if F. should at any time, in the opinion of T. M. & Co., or either of them, become incapable of attending to his business, the debt due T. M. & Co. should at once become due and they could take possession of the stock in trade, book debts and property of F. and sell the same for their claim, having first served on F. a notice in writing, signed by the firm name, stating that in their opinion, F. was so incapable.

This arrangement was carried out and some time after the date for payment to T. M. & Co., payment not having been made, a bank to which F. was indebted failed, and T. M. & Co., then consisting of T. and N., M. having retired, persuaded F. to assign his book debts to them, and afterwards served on him a notice as required by the agreement, and took possession of his place of business and stock. F. then agreed to act of T. M. & Co. until a certain day after and resumed possession, but when T. M. & Co. returned on said day he disputed their right and ejected them from the premises. Two days after he assigned to the official assignee for the benefit of all his creditors, and T. M. & Co. issued a writ to replevy the goods from him and the assignee.

Held, affirming the decision of the Court of Queen's Bench, Gwynne, J., dissenting, that F. and the assignee were guilty of a joint conversion of the property replevined.

Held also, affirming said decision, Gwynne, J., dissenting, that if T. M. & Co. formed an honest opinion that F. was incapable, such opinion must govern though mistaken in point of law or fact, illogical or inconclusive; that they were justified in believing, from his loose business methods, waste of time over small matters, financial embarrassments, and acting under the direction of his creditors, that F. was worn down by worry and generally unfit for business; that the fact that the notice would not have been given if certain demands of T. M. & Co. had been complied with does not necessarily show *mala fides;* and that the change in the firm of T. M. & Co. did not vitiate the notice as one of the original members clearly formed the opinion, if one was formed, and conveyed it to F.

Appeal dismissed with costs.

Ewart, Q.C., for the appellants.

Howell, Q.C., for the respondents.

British Columbia.] 9 Dec., 1895.

CITY OF VANCOUVER v. BAILEY.

Construction of statute—General act—Repeal of special act—Repeal by implication—By-law—Municipal corporation.

The original charter of the City of Vancouver provided that any by-law for the purpose of raising money for municipal purposes should receive the assent of a majority of the rate-payers. By an amendment to the charter in 1893, the assent of three-fifths of the rate-payers voting on any such by-law was made necessary. In the same session of 1893, the general Municipal Act was amended and one provision of the amendment was that every money by-law of a municipality could be passed by a majority of the rate-payers voting upon it. In proceedings to quash a by-law of Vancouver to raise money for supplying the city with electric light:

Held, affirming the decision of the Supreme Court of British Columbia, that the general Act would not repeal the special charter of the city by implication even if passed at a subsequent

session, and *a fortiori* an act passed at the same session would not so repeal it.

Appeal dismissed with costs.

McCarthy, Q.C., for the appellant.
Robinson, Q.C., for the respondent.

Quebec]. 9 Dec., 1895.

MERCIER v. BARRETTE.

Title to land—Action en bornage—Surveyor's report—Judgment on —Acquiescence in judgment—Chose jugée.

In an action *en bornage*, between M. and B., a surveyor was appointed by the Superior Court to settle the line of division between the lands of the respective parties, and his report indicating the position of the boundary line, was homologated, and the court directed that boundaries should be placed at certain points on said line. M. appealed from that judgment to the Court of Review, claiming that the report gave B. more land than he claimed and that the line should follow the direction of a fence between the properties that had existed for over thirty years. The Court of Review gave effect to this contention, and ordered the boundaries to be placed according to it, in which judgment, both parties acquiesced, and another surveyor was appointed to execute it. He reported that he had placed the boundaries as directed by the Court of Review, but that his measurements showed that the line indicated was not in the line of the old fence, and his report was rejected by the Superior Court. The Court of Review, however, held that the report of the first surveyor, having been homologated by the court, was final as to the location of the fence, and that the judgment had been properly executed. The Court of Queen's Bench reversed this judgment, set aside the last report and ordered the surveyor to place the boundaries in the line of the old fence.

Held, reversing the decision of the Court of Queen's Bench, that the judgment of the Court of Review, in which both parties acquiesced, was *chose jugée* between them, not only that the division line between the properties must be located on the line of the old fence, but that such line was one starting at the point indicated in the plan and report of the first surveyor. The Court of Review was right, therefore, in holding that the sur-

veyor executing the judgment could do nothing else but start his line at the said point.

Appeal allowed with costs.

Belleau, Q.C., for the appellants.
Lane for the respondent.

Quebec]. 9 Dec., 1895.

NORTH BRITISH & MERCANTILE INSURANCE CO. v. TOURVILLE.

Insurance against fire—Condition of policy—Fraudulent statement—Forfeiture by—Proof of fraud—Presumption—Assignment of policy—Fraud of assignor—Appeal—Reversal on questions of fact.

In an action on an insurance policy by an assignee the company pleaded that the insured, in his application for insurance on his lumber, had materially exaggerated the quantity and value of the lumber mentioned in such application and thereby obtained excessive insurance on said goods, and that after the loss he had falsely and fraudulently exaggerated the amount thereof, whereby the policy was forfeited under a condition therein that it should be forfeited if the claim was in any respect fraudulent. On the trial of the action there was no direct evidence of fraud, but a strong presumption was raised that the insured could not have had nor lost the quantity of lumber claimed for. The trial judge held that fraud had not been established, and gave judgment for the plaintiffs, which was affirmed by the Court of Queen's Bench.

Held, reversing the judgment of the Court of Queen's Bench, that direct proof of the fraud was not essential; it was sufficient that it had been clearly established by presumption or inference or by circumstantial evidence.

Held, further, that fraud by the insured having been established his assignee could not recover.

If a sufficiently clear case is made out the court will allow an appeal on mere questions of fact against the concurrent findings of the two courts below. The rule to the contrary may also be departed from where the action was not tried by a jury; the trial judge did not hear the witnesses but gave judgment on written depositions; the judges of the intermediate Court of Appeal were not unanimous, and the majority expressed great

doubts in adopting the findings of the trial judge; it did not appear that the non-production by plaintiff of material documents was taken into consideration; and the intermediate court gave weight to a piece of undoubtedly illegal evidence.

Appeal allowed with costs.

Trenholme, Q.C. & Lafleur for the appellant.

Béique, Q.C., and Geoffrion, Q.C., for respondents.

Quebec]. 9 Dec., 1895.

CORPORATION OF STE. CUNÉGONDE v. GOUGEON.

Appeal—Municipal by-law—Judgment of Superior Court on petition to annul—Appeal to Court of Queen's Bench—53 Vic. c. 70, s. 310—40 V., c. 29, s. 439—Jurisdiction of Queen's Bench—Judgment quashing appeal—Appeal to Supreme Court from.

Sec. 310 of the special Act of Incorporation of the City of Ste. Cunégonde de Montréal (53 V., c. 70) permits any municipal elector, by petition to the Superior Court, to demand and obtain the annulment of any by-law of the city on the ground of illegality. By 40 V. c. 29, s. 1 (Town Corporations Act) the provisions of said chapter apply to every town, corporation or municipality which might thereafter be established by the legislature and constitute part of the special act relative thereto, unless expressly modified or excepted, and by sec. 439 of the latter act, "no appeal shall lie under the provisions of this act from any judgment rendered by any judge of the Superior Court respecting municipal matters."

A petition was presented to the Superior Court to annul a by-law of the Corporation of Ste-Cunégonde and the prayer was granted. The Corporation appealed to the Court of Queen's Bench, which held that said sec. 439 of the Town Corporations Act not having been excluded from the City charter was to be read as forming part of it, and that the court had no jurisdiction to entertain the appeal. The corporation then sought to appeal to the Supreme Court of Canada.

Held, affirming the decision of the Court of Queen's Bench, that an appeal would not lie to that court from the judgment of the Superior Court.

Held further, that no appeal would lie to the Supreme Court

of Canada, which can only entertain appeals from decisions of the Court of Queen's Bench, and by the Court of Review in certain cases.

Appeal quashed with costs.

Charbonneau for the motion on respondent's behalf.
Béique, Q.C., for the appellant *contra*.

CODIFICATION OF PRIVATE INTERNATIONAL LAW.

(Continued from Vol. 18, p. 368.)

E. Arrest. (*'Contrainte par Corps'*).

(Reporter: M. T. M. C. Asser, Delegate of the Government of Holland.)

Arrest, either as a means of enforcing a judgment or as a measure of precaution (*mesure simplement conservatoire*), is not to be employed in civil or commercial causes with respect to foreigners belonging to any of the States parties hereto in any case in which it would not be applicable to subjects of the State.

IV. Regulations concerning Bankruptcy.

(Reporter: M. de Korismics, Delegate of the Government of Hungary.)

The conference, having examined the draft of a convention embodying general principles in bankruptcy in its international relations, presented by the fifth commission, are of opinion that this draft, when revised and completed, can usefully serve as a basis for further discussion.

Art. 1. A declaration of bankruptcy made in the territory of any one of the States, parties hereto, by the authority competent by the law of that State, shall be recognized, and produce its due effect in the territory of the other States parties hereto, subject, however, to the provisions of the articles following.

Art. 2. To be recognized and to produce its effects in the territory of a State other than that wherein it was pronounced, the judgment declaratory of bankruptcy should be granted an *exequatur* by the authority competent by the local law.

Art. 3. The *exequatur* is to be granted if the claimant proves

(*a*) That the judgment declaratory of bankruptcy has been rendered by an authority competent under the law of the State wherein it has been pronounced.

(*b*) That the judgment is enforceable (*exécutoire*) in that State.

(*c*) That the declaration of bankruptcy is applicable to all the property of the bankrupt, and is, consequently, not limited to a department or a branch establishment of his business.

Art. 4. The *exequatur* is to be granted on the request of the syndics, curators, or other administrators of the bankruptcy, whatever title they may bear, duly appointed in conformity with the law of the State wherein the bankruptcy has been declared, or on the request of any other party interested, the claimants having been duly heard or summoned;

or, if the law of the State wherein the *exequatur* is claimed requires it, in compliance with a rogatory commission addressed to the competent tribunal.

Art. 5. All restrictions on the capacity of the bankrupt, the nomination and the powers of the administrators in bankruptcy, the forms of procedure in bankruptcy, the proof of debts, the formation of the *concordat*, and the distribution of the assets amongst the creditors, native or foreign, are to be regulated by the law of the place where the bankruptcy has been declared.

Art. 6. Judgments annulling a *concordat* or a bankruptcy are to be enforceable, and to produce their due effects in the other States parties hereto, when granted an *exequatur* in accordance with the provisions of of Art. 2. The *exequatur* is to be granted if the claimant proves,

(*a*) That a bankruptcy has been declared by a judgment which in the same State has obtained an *exequatur*.

(*b*) That the judgment is enforceable in the State wherein it has been delivered.

The provisions of Art. 4 are to be applicable to claims for *exequatur* made under the present article.

Art. 7. If it should happen that after a declaration of bankruptcy made in one of the States parties hereto, and granted an *exequatur* in another of these States, the debtor should again be declared bankrupt before the final liquidation of the first bankruptcy, the authorities of the State which has granted the *exequatur* to the first declaration shall refuse it to the second.

V. Regulations concerning Successions, Testaments, and 'Donationes Mortis Causa.'

(Reporter: M. van Cleemputte, Delegate of the Belgian Government.)

Art. 1. Successions are subjected to the law of the nationality of the deceased.

Art. 2. The power to dispose of property by testament or donation *mortis causa*, as well as the substance and the legal effect of testaments and of donations *mortis causa* are regulated by the law of the nationality of the disponent.

Art. 3. The form of testaments and of donations *mortis causa* is regulated by the law of the nationality of the disponent, or by the law of the place where they are made. Nevertheless, when the law of the nationality of the disponent requires as an essential condition that the act should be in form attested, or in holograph, or in any other form prescribed, the testament or the donation *mortis causa* cannot be made in any other form. Testaments of foreigners are valid as regards form if they have been received in accordance with the law of the nationality of the testator by the diplomatic or consular agents of his State. This rule applies also to donations *mortis causa*.

Art. 4. The national law of the deceased or of the disponent is that of the country to which he belongs at the moment of his decease. Never-

theless, the capacity of the disponent is also subject to the law of the country to which he belongs at the moment when he makes the disposition.

Art. 5. Incapacity to make a disposition of property to the advantage of certain persons, either absolute or limited, is regulated by the national law of the disponent.

Art. 6. The capacity of successors, whether legatees or donees, is governed by their national law.

Art. 7. Acceptance of a succession, with the *beneficium inventarii*, and renunciation of a succession are governed by the law of the country wherein the succession has arisen.

Art. 8. Immovables descending to the heir, and those disposed of by will or gift, are subject to the law of the country of their situation, in so far as concerns the formalities and the conditions of publicity which that law requires for the transfer, the creation, or the consolidation of rights over real property so as to bind third parties.

Art. 9. Agreements relative to partition are, as such, subject to the general law which regulates agreements. Deeds of partition (*actes de partage*), as far as regards form, are regulated by the law of the place wherein they take place, subject, however, to the conditions or formalities prescribed in case of those not *sui juris* (*incapables*) by their national law.

Art. 10. Property passing to the heir is not to be acquired by the State on whose territory it happens to be, unless there be no person entitled thereto under the national law of the deceased.

Art. 11. Notwithstanding the preceding articles, the tribunals of each country are not bound to follow foreign law in cases where its application would result in causing prejudice either to the public law of the country or to its laws concerning succession by substitution, or concerning trusts, the power of acquiring property granted to institutions of public utility, liberty and equality of individuals, freedom of inheritance, incapacity on account of unworthiness of successors or legatees, the unity of marriage, or the rights of illegitimate children.

Art. 12. The authorities of the State within whose territory the succession has arisen, in conjunction with the diplomatic or consular agents of the State to which the deceased belongs, will take steps to preserve the property to be inherited.

Signed at the Hague, on July 13, 1894; the original to remain deposited in the archives of the Government of Holland, and an attested copy to be sent through the diplomatic service to each Government represented at the conference.

For Germany; VON SECKENDORF, VON DIRKSEN.
For Austria-Hungary; HAAN, for Austria; DE KARISMICS, for Hungary.
For Belgium; BARON D'ANETHAN, BEECKMAN, ALFRED VAN DEN BULCKE.

For Denmark; H. MATZEN.
For Spain; A. DE BAGUER, B. OLIVER Y ESTELLER.
For France; L. LEGRAND, LOUIS RENAULT.
For Italy: A. DE GERBAIX DE SONNAZ, A. PIERANTONI.
For Luxemburg; H. DE VILLERS.
For Holland; T. M. C. ASSER, BEELAERTS VAN BLOKLAND, P. R. FEITH, E. N. RAHUSEN.
For Portugal; COMTE DE TOVAR.
For Roumania; P. T. MISSIR.
For Russia; MARTENS; N. SCHEMANN.
For Sweden; L. ANNERSTEDT.
For Norway; F. BEICHMANN.
For Switzerland; F. MEILI, E. ROGUIN.

THE MONROE DOCTRINE.

The vicissitudes of dogma might form an interesting series of chapters on the history of international law. Of these chapters the one which dealt with the bewildering transformations of the Monroe Doctrine could not fail to be instructive. This at the time of its pronouncement comparatively harmless and even necessary expression of opinion on the part of one American Government has been expanded by the efforts of a series of American Secretaries of State so as to be put forward as an excuse for claiming a veritable supremacy in the affairs of the whole Western hemisphere. There is a certain irony in the fact that it was the British Government which suggested to President Monroe his cautiously-worded protest against any interference by the Holy Alliance to suppress the new Spanish American Republics. Now it is against the British Government that a surprising transformation of this opinion is attempted to be enforced.

When after Waterloo the Czar Alexander conceived the idea of restoring absolutist principles in Europe, and formed for that purpose his ill-omened Holy Alliance, the British Government, which had borne the brunt of the wars against Bonaparte, utterly declined to take part in the new propaganda of 'sound principles of government.' Several congresses of the Great Powers were, however, held, and the affairs of various European States were interfered with for the avowed purpose of restoring arbitrary rule. At the Congress of Verona, it was actually proposed that force of arms should be resorted to in respect of the revolted colonies of Spain. Not content with protesting, the British Government suggested to the United States ambassador that the

British opposition should be supported by a United States protest. Adopting this suggestion, President Monroe issued his famous Message.

The restrained language of the first edition of the Monroe 'Doctrine' gave little presage of its future fame. President Monroe declared, first, that America was no longer to be looked upon as a field for European colonization; and, secondly, that the Great Powers of Europe should not pursue the project then attributed to them of extending their political systems to America, or of endeavouring to control the political condition of the American colonies which had recently declared their independence. This was, on the face of it, nothing more than an American reiteration of the protest already raised by the British Government against the absolutist propaganda of the Holy Alliance, and their intention, wholly or partially formed, to reduce to subjection the revolted Spanish colonies.

Even in this much milder form it is essential to remember that the Monroe Doctrine has never been accepted, either by a congress of the Great Powers, or by any one of these Powers individually. It remains, what it always has been, a mere expression of a policy which the United States Government set itself to further. As the Prime Minister has pointed out, the doctrine is no part of the Law of Nations. What is President Cleveland's reply? An extraordinary attempt to show that it is a part of international law by a process of reasoning that seems hardly to invite refutation. The Monroe Doctrine, says the President, is based on the just rights and claims of the United States. Every just right and claim is a portion of international law. Therefore the Monroe Doctrine is a part of international law. The patent absurdity of this method of argument is its best refutation. International law—that is, the custom of civilized States—is the standard by which national claims are judged, and decided whether they are right or not. Again, the 'balance of power' appears to the United States President as a fit parallel to the unilateral expression of United States policy. A much closer one would be the claim of Russia—never acknowledged by Europe—to the possession of Constantinople and the heritage of the Greek Emperor.

It is, however, the development which the last fifteen years has imported into the Monroe Doctrine which seriously threatens the peace of the world. The first expression is to be found in

the despatches of Secretary Blaine in 1882, claiming United States exclusive jurisdiction over the Panama Canal when completed. The British Foreign Office presented a firm front to an aggression which disregarded the treaty rights of the British under the Clayton-Bulwer treaty of 1850, as well as the treaty rights of France under its compact with the Columbian Government. Last year we had 'America for the Americans' put forward as an excuse for repudiating joint British control over the Nicaragua Canal, and the Monroe Doctrine was carried further. Now, the Monroe Doctrine, under the manipulation of Secretary Olney, is expanded into a claim that the United States can insist on any European Power which has a territorial dispute with any American State submitting the same to arbitration. Last of all, President Cleveland's astounding Message invokes the Monroe Doctrine as upholding the position that the United States Government is to constitute itself, without the consent of the European Power, arbitrator, and to carry out its decrees by force of arms. It is impossible for the British Government to submit to such pretensions.—*Law Journal* (*London*).

GENERAL NOTES.

APPOINTMENTS.—Mr. G. B. Baker, Q.C., of Sweetsburgh, has been called to the Senate of Canada for the electoral division of Bedford.

JUDGES' TITLES.—Writing to the *Pall Mall Gazette*, 'A Judge' refers to the Royal Warrant of August 7, 1884, which sets forth Her Majesty's 'will and pleasure that County Court judges shall at all times be called, known, and addressed by the style and title of "judge" before their respective names.' He continues: 'A County Court judge is therefore no more "plain Mr." than is an admiral, a colonel, or an archdeacon; and if he puts up his name on his door in the Temple as "Mr." So-and-so, as you say that he should do, he not only disregards the Sovereign's gracious order, but runs the risk of mistakes as to his identity and of delay in getting his letters. The title "judge" has not yet become familiarized among us, but it is the only proper style of the holders of certain judicial offices.....As to the High Court judges, they can, at their option, use in social life either the time-honoured style of "Mr. Justice," or their title of knighthood. Most of them adopt the former; but a County Court judge, unless he happens to have a higher title, is "Judge" So-and-so, and he has no option about it."