THE

LEGAL NEWS.

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CURRENT TOPICS AND CASES.

Neighbours who engage in law-suits are proverbially persevering. The case of *Lemmon* v. *Webb*, noted in Vol. 17, p. 170, does not constitute an exception. The whole difficulty arose from some overhanging branches being cut without notice to the owner of the property on which the trees were growing. The parties were adjoining owners of land. Trees on the land of Lemmon, the appellant, grew in such manner that some of their branches overhung the respondent's land, and the respondent, on the ground that such overhanging branches constituted a nuisance, cut and lopped some of them without previous notice to the appellant. The appellant brought an action claiming a declaration that the respondent was not entitled to cut any overhanging branches when such overhanging had continued for many years; that he was only entitled to cut recent growth; and that he was not entitled to cut any branches without notice; he also claimed an injunction and damages. Kekewich, J. (63 Law J. Rep. Chanc. 241), held that the respondent was not entitled to remove the branches, except in case of emergency, without giving reasonable notice to the appellant, and gave judgment for the appellant with £5 damages and costs. The Court of Appeal (63 Law J. Rep. Chanc. 570; 17 L. N. 170) reversed the decision of

Kekewich, J. The case was then taken to the House of Lords, where the decision of the Court of Appeal was affirmed, on the 27th of November last, by Lords Herschell, Macnaghten and Davey.

A curious incident occurred at the Guildhall on the occasion of the Lord Mayor's banquet. The Lord Chancellor and the Lord Chief Justice were among the guests, and the latter was to respond for the judiciary. The chairman, it would appear, made some apologetic remarks to the Lord Chancellor because the task had not been entrusted to him. This, according to the London correspondent of the *Scottish Law Magazine*, excited the ire or the combative instincts of the new Chief Justice, who interposed: "I beg to say that the Sheriff had no cause of complaint. My noble friend, great and distinguished as he is, is, after all, only a fleeting, temporary, political, quasi-judicial person. I claim to be one of the permanent judges of the land." To which the Lord Chancellor replied: "The Lord Chief Justice has said that I am but a fleeting character in the judicial world. However true that may be, I reflect that at least my career has not been so fleeting, but that this is the third Lord Mayor's banquet at which I have been present, and I think that under those circumstances I might well believe you would all desire that it should be left to the Chief Justice to respond for the bench on the first occasion on which he appears in his present office." It was hardly kind on the part of the Chief Justice, in the present position of political affairs, to refer to the fleeting and temporary tenure by which the Lord Chancellor holds his office, and the latter, under the provocation received, does not appear to disadvantage.

Speaking of temporary and permanent judges suggests the remark that, notwithstanding the undoubtedly arduous nature of the duties of English judges, their tenure of

office usually is not brief. Lord Esher, for example, has completed twenty-five years of service; Baron Pollock, twenty-one; Lord Justice Lindley, nineteen; Lord Justice Lopes and Mr. Justice Hawkins, eighteen: and Lord Justice Kay and Justices Mathew, Cave and Chitty about fourteen years each.

THE QUEBEC BAR.

The Act 58 Vict. (Q.) ch. 36, assented to 12th Jan. 1895, enacts as follows:—

1. Article 3514 of the Revised Statutes, as amended by the Act 52 Victoria, chapter 37, section 1, is further amended by adding thereto the following:

"The Attorney General of the Province is *ex officio* member of the general council."

2. Article 3523 of the said Statutes, as amended by the same section of the said act, is further amended by adding thereto the following:

"The syndic is specially charged with the supervision of the discipline of the Bar. He is bound immediately to denounce to the council of the section any infringement of the by-laws, all conduct derogatory to the honor of the Bar by any of its members, and to submit to it any accusation for similar acts which is handed to him by any person, saving the right of the council to receive the same directly or to take the initiative in the exercise of its disciplinary powers."

3. Article 3527 of the said Statutes is amended:

1. By striking out the last two lines of paragraph 2 thereof;

2. By adding thereto the two following paragraphs:

"4. In the exercise of the powers conferred by this article, the council proceeds deliberatively, and may have recourse to all means it deems expedient to ascertain the facts to be verified, and to allow the accused to defend himself;

"5. Every decision of a council of a section, which entails the dismissal, suspension or other punishment of a member of the Bar, is subject to appeal to the general council.

Such appeal is instituted by letter addressed to the secretary-treasurer of such council within fifteen days after the decision, containing a copy thereof.

The secretary-treasurer immediately convenes the general council and sends to the appellant a copy of the notice of convocation.

The general council decides the appeal summarily, and the secretary-treasurer forwards without delay a copy, certified by him, of the decision to the secretary of the section interested, so that the latter may give thereto the effect which it requires."

4. Article 3549 of the said Statutes is amended by substituting for the word: "immediately," in the first line, the words: "at least twenty days before the examination is to be held."

5. The second clause of article 3557 of the said Statutes is replaced by the following:

"Such oath is administered by the secretary-treasurer of the general council, or, upon production of a certificate from the latter, under the seal of the Bar, that the candidate has complied with all the required formalities, by the bâtonnier of the section of the candidate, and a note of such oath having been taken is endorsed on the diploma."

6. Paragraph 2 of article 3562 of the said Statutes is amended by replacing all the words after the word: "section," in the third line by the following words: "which may act thereon as it may deem expedient."

7. Paragraph 3 of article 3563 of the said Statutes is amended by replacing the words: "under the effect of any sentence of disqualification or suspension from their functions," in the fifth and sixth lines, by the following words: "disqualified or suspended."

8. Paragraph 1 of article 3564 of the said Statutes is amended by replacing all the words after the word: "law," in the seventh line, by the words: "and such certificate takes the place of the entry on the table for the rest of the current year."

9. Paragraph 3 of article 3564 of the said Statutes is amended by replacing the words: "of a sentence suspending him," in the first and second lines, by the words: "of his being suspended."

10. The third clause of article 3567 of the said Statutes is amended by replacing the words: "any judgment suspending," in the second line, by the words: "any suspension of."

11. Articles 3569 to 3596 of the said Statutes, inclusively, are repealed.

HOUSE OF LORDS.

LONDON, Dec. 17th, 1894.

HANFSTAENGL (APPELLANT) *v.* H. R. BAINES & Co. (LIM.) (RESPONDENTS). (29 L. J. N. C.)

Copyright—Picture—Infringement—Copyright (Works of Art) Act, 1862, *ss.* 1, 2, 6.

An artist employed by an illustrated paper made rough sketches of certain *tableaux vivants* representing pictures in which the appellant owned the copyright, and reproductions of these sketches were published in the newspaper.

Their LORDSHIPS (LORD HERSCHELL, L. C., LORD WATSON, LORD ASHBOURNE, LORD MACNAGHTEN, and LORD SHAND) affirmed the decision of the Court of Appeal (63 Law J. Rep. Chanc. 681; L. R. (1894) 3 Chanc. 109), and held that, as the ideas conveyed in the copyright pictures were not original, and as there were substantial differences of detail and treatment between the copyright pictures and the newspaper illustrations, there had been no infringement of the appellant's copyright.

COURT OF APPEAL.

LONDON, Dec. 19th, 1894.

SCHOLFIELD *v.* THE EARL OF LONDESBOROUGH. (30 L.J.N.C.)

Bill of exchange—Fraudulent alteration of amount after acceptance —Innocent holder for value—Negligence of acceptor—Estoppel —Material but not apparent alteration.

Appeal from the judgment of CHARLES, J., reported 63 Law J. Rep. Q. B. 649.

Action by the plaintiff to recover £3,563, principal and interest, from the defendant as acceptor of a bill of exchange for £3,500, drawn by one Sanders, payable three months after date to the order of the drawer, and indorsed by Sanders to one Scott and by him to the plaintiff. The plaintiff was the holder in good faith and for value of the bill. When the bill was accepted by the defendant it was a bill for £500, and was drawn on a £2 stamp, which was sufficient to cover £4,000; afterwards before indorsement it was fraudulently altered by the drawer into a bill for £3,500. The defendant pleaded the alteration as a defence to

the whole action, but alternatively, whilst denying all liability, paid £500 into Court. The plaintiff contended that the defendant ought not to be admitted to say the bill was altered in material particulars and thereby made void, because upon the principle laid down in *Young* v. *Grote*, 4 Bing. 253, such alterations were made easy and every opportunity for them was given by the culpable negligence of the defendant in accepting the bill in the form in which he accepted it, and on the stamp on which it was drawn, and without such negligence the alterations would not have been made.

Charles, J., held that the mere fact that the bill had a higher stamp than it need have done, did not estop the defendant from setting up the subsequent forgery; that as to the shape in which it was drawn, which made the alteration possible, it was not enough that the defendant had accepted a bill in a form facilitating forgery, so long as, when he accepted it, it appeared to be in the ordinary form; and, lastly, that the defendant was not liable for the altered bill, but under the proviso in section 64 (1) of the Bills of Exchange Act, 1882, the alteration not being apparent, payment could be enforced against him for £500.

The plaintiff appealed.

Lord Esher, M.R., and Rigby, L.J., were of opinion that the appeal ought to be dismissed. There was no duty imposed upon the defendant not to accept a bill drawn so as to render a subsequent forgery easy. The defendant was not guilty of negligence in accepting the bill in the form in which it was presented to him for acceptance. But even if there was such a duty as was suggested, and even if there was a neglect of that duty here, such neglect did not estop him from setting up as a defence the subsequent forgery, because the negligence was not connected with the indorsement of the bill to the plaintiff, the forgery having intervened before such indorsement. *Young* v. *Grote*, 4 Bing. 253, was not really a case of estopped, and could not be cited in support of any doctrine of estoppel laid down in it. The defendant could not, therefore, be made liable on the ground of estoppel by reason of any negligence, but he was liable, under section 64 of the Bills of Exchange Act, 1882, for £500, the amount for which the bill was originally drawn.

Lopes, L.J., was of opinion that the appeal ought to be allowed. The defendant did owe a duty to subsequent holders not to be guilty of negligence with reference to the form of the

instrument. The accepting a bill in a form which would facilitate forgery was in itself strong evidence of negligence, and the authorities showed that the negligence must be in the transaction itself. The negligence of which the defendant was guilty was the absence of such care as a reasonably prudent person would and ought to take when accepting a negotiable instrument, and such care had not been taken by the defendant in this case. Appeal dismissed.

LEGAL DECISIONS IN 1894.

Although the decisions reported during the year which has just ended are more than usually numerous, they comprise comparatively few judgments of first class importance to lawyers.

Probably the London and Edinburgh tramway cases—in which the House of Lords finally determined that the compensation to be paid to the companies for the purchase of their lines was to be based upon the cost of construction diminished by an allowance for depreciation—have attracted more of the attention of the public than any other proceedings in the Courts during the year. This decision turned, however, upon the construction of a special statute, and has little interest for lawyers. The leading case of the year from their point of view is undoubtedly the affirmation by the House of Lords of the decision of the Court of Appeal in *The Maxim, etc., Company* v. *Nordenfelt*, which will long be remembered in connection with the remarkable judgment of the late Lord Bowen. The law lords agreed generally with Lord Bowen's judgment in the Court of Appeal, and it may be taken as settled law in consequence that a covenant in restraint of trade entered into upon the sale of a business may be wholly unrestricted as to place, and probably as to time also, provided that it is not larger than is necessary for the protection of the purchaser.

Among the ordinary equity cases there does not seem to be anything marking a new departure, or the commencement of a new stream of authority. In regard to trusts the decision in *In re Somerset* has settled several questions. A *cestui que trust* by assenting to a particular investment does not consent to a breach of trust which is necessarily involved in making it, unless he is aware of the facts which cause the investment to be beyond the scope of the trustees' authority, so that his interest cannot

be impounded under the Act of 1888 by reason of such consent. On the other hand, the cause of action against the trustees accrues at the time of the improper investment, and not when the loss of interest begins, so that an adult beneficiary is barred after six years from the earlier time. And *In re Newen* shows that the donee of a power of appointing trustees must not appoint himself. A gift by will to such of the testator's six children as should attain twenty-one has been construed to give the eldest on her majority, and pending the majorities of the others, a right to one-sixth of the income only (*In re Holford*). The position and liabilities of a retiring partner with regard to the creditors of his late firm remaining unpaid has, to some extent, been cleared up by the determination of *Rouse* v. *The Bradford Banking Company*, in which, however, although they came to the same conclusion in favour of the defendants, the House of Lords and the Court of Appeal did not fully concur. The case decides that one of two principal debtors, who by arrangement with his co-debtor becomes a surety only for the debt, must be treated by the creditors as a surety from the time when they receive notice of the change of his position. The plaintiff in this instance was a retiring partner, and by the deed of dissolution the continuing partners assumed the responsibility of a large overdraft due to the defendants. The Court of Appeal decided the case on the ground that the plaintiff by the deed had authorized the continuing partners to make arrangements for the defendants to give time to them for payment; the House of Lords differed on the question whether such authority had been given, but found that no agreement to give time had, in fact, been made. In *Tucker* v. *Tucker*, where the retirement of a partner had not been gazetted, it was held that a payment of interest by the other partners kept alive a debt as against him, they being taken, under the circumstances, to have made the payment as his agents. *Ross* v. *White* determines the order of appropriation of a fund in Court representing partnership assets in an action for dissolution. According to the rules there settled, after payment of creditors the fund goes to level the partners' capital accounts, costs being met by a call upon the partners if necessary. The "living picture" cases have shown that neither an imitation of a picture by actors in costume nor prints of the imitation published in the illustrated papers are infringements of fine-art copyright (*Hanfstaengl* v. *The Empire Company* and *Hanfstaengl* v. *Newnes*). The exceptional advantage

enjoyed by a lunatic of having his property applied to his own maintenance in preference to the claims of his creditors is not, it appears, to be extended to the maintenance of his wife (*In re Winkle*). The Court of Appeal has decided that, in an action for interference with light, injunction is the proper remedy if a substantial interference is established, although it is of small pecuniary consequence. The Court expressed a doubt whether damages could be given at all in respect of damage which was only threatened. The case (*Martin* v. *Price*) is understood to be now before the House of Lords.

There have been several important trade-mark and trade-name cases. "Somatose" and "Eboline" have been refused registration as trade-marks (*Farbenfabriken* and *Salt's Trade-marks*); and the widest possible construction has been put upon the phrase "person aggrieved" in the section dealing with applications to remove marks from the register (*Powell* v. *The Birmingham Vinegar Company*). In another incident of the contest between the parties to the last-named case, the defendants were restrained till trial from using the name "Yorkshire Relish", for a sauce different in composition from the plaintiff's without sufficiently distinguishing their own goods, although the name had been treated by the House of Lords as mere descriptive words. The unexpected decision of the Court of Appeal in 1892 in the *Camelhair Belting Case* has been substantially qualified by a recent determination of the other branch of the same Court that, as the words in question are descriptive of the article referred to, they cannot form an appropriated trade-name.

Among the common law cases, that which has caused most discussion is probably *Monson* v. *Tussaud*, in which Lord Halsbury and, to some extent, Lords Justices Lopes and Davey, seem to have been inclined to grant an interlocutory injunction to restrain a libel under conditions far less stringent than it was imagined the famous *Perryman Case* imposed. It was decided that the jurisdiction to grant such injunctions is not restricted to cases of trade libels. In *The South Hetton Coal Company* v. *The North-Eastern News Association*, a joint-stock company succeeded in maintaining an action for a libel injurious to its business without alleging special damage. In two actions against the London & North-Western Railway Company the validity of an infant's contract came into question. In one (*Clement's Case*) a contract barring the infant's remedy under the Employers' Liability Act

was upheld as beneficial, since it was a condition of service, and the company subscribed to an insurance fund. In the other (*Flowers' Case*) a condition on a workman's cheap ticket exempting the company from liability for negligence was treated as invalid. The law relating to landlord and tenant has been enriched by the decision that a bailiff may climb over a garden wall to levy a distress (*Long* v. *Clarke*). The doctrine that reasonable probability of bias disqualifies for judicial functions was applied in *In re The Overseers of Workington* to the case of a magistrate liable for the rate appealed from, and to the case of the General Medical Council (*Allison's Case*); but in *The Empire Company* v. *The London County Council* the Divisional Court dwelt upon the special considerations applicable to bodies which are in substance administrative, although their work may be in some respects of a judicial character. The ruling in *Ives and Baker* v. *Williams* and *Ackersley* v. *The Mersey Docks*, that an agreement to refer to a named arbitrator is not to be disregarded merely because the person indicated is the servant of one party to the dispute, or is the author of the difficulty which has occasioned the disagreement, points to another limitation of the doctrine, and has great practical importance for building and engineering contractors. The extreme difficulty of raising an estoppel by negligence in the case of a bill of exchange which has been fraudulently altered is illustrated by *Scholefield* v. *The Earl of Londesborough*, where an acceptance was so drawn as to allow £500 to be changed to £3,500, but the holder recovered the smaller sum only. The curious, and probably exceptional, facts of *Mighell* v. *The Sultan of Johore* may militate against the value of the decision as a precedent. The defendant was sued for breach of promise to marry given when he was masquerading as a private gentleman, and, as a reigning sovereign, he claimed and obtained exemption from the jurisdiction of the Court. And with this may be classed another monument of out of-the-way learning, *Lemmon* v. *Webb*, in which the House of Lords decided that a cause of action for trespass by the branches of trees is not subject to limitation, and that the nuisance may be abated without notice to the owner.

In criminal law the "case of walnuts" brought out a remarkable difference of judicial opinion, and in the result the Court for Crown Cases Reserved quashed a conviction for selling the unsound fruit "for the food of man," where the sale was on condition hat the buyer should destroy all fruit found to be unsound

(*Regina* v. *Dennis*). In *Regina* v. *Tyrrell* it was held that a girl cannot be liable as accessory to an assault on herself under the Criminal Law Amendment Act. Convictions of a director for embezzlement as a clerk or servant of the property of his company (*Regina* v. *Stuart*), and of a member of an illegally constituted club for embezzling the goods of the club (*Regina* v. *Tankard*), were upheld. In the latter case the property was held to have been rightly laid in the prisoner, a named person, and others. And the Privy Council heard an appeal upon a conviction for murder in a baby-farming case from New South Wales, and held that evidence of arrangements made with the prisoners respecting other babies than the baby referred to in the indictment, and of the finding of the bodies of babies buried in the garden of the prisoner's house, was properly admitted upon the charge (*Makin* v. *The Attorney-General for New South Wales*).—*Law Journal* (London).

THE LATE SIR FRANCIS JOHNSON IN THE NORTH WEST.

In its notice of the late Chief Justice Johnson, the *Western Law Times*, (Winnipeg,) says:—

On the third of February, 1854, he received his commission from the Hudson Bay Company, as Recorder of Rupert's Land, and soon thereafter he proceeded to Fort Garry, for by reference to the records of the General Quarterly Court of Assiniboine, he heard his first case at Fort Garry, on August 17th of that year, with Mr. W. R. Ross as his sheriff. In the early part of 1856, he was appointed governor of Assiniboia, and in that capacity presided over the General Quarterly Court, held on February 21st, 1856; his last court for this his first term of office, sitting on August 19th, 1858. John Bunn, Esq., J.P., M.D., acted as recorder for some little time thereafter, holding his first court as such on May 21st, 1861, till the arrival of Mr. John Black, whose commission as recorder bears date April 16th, 1862, holding his first court on August 21st of that year.

After the troubles consequent upon the rising of the half-breeds, in 1869-70, and after the transfer of Rupert's Land to Canada, on July 15th, 1870, the old Quarterly Court was continued in existence till new and more formal tribunals could be formed. Mr. Johnson, who had gone to Montreal in the mean-

time, was again offered the position of recorder, which he accepted, and arrived at Fort Garry, or rather Winnipeg, in October, 1870, being sworn in on Wednesday, October 19th, as Recorder of Manitoba. As appears by the Court Records he proceeded to discharge his duties very shortly thereafter, for the last mentioned journal records the fact that the first sitting of the General Quarterly Court under the new *regime* took place in the Court House, Main Street, on the 17th instant, (November), Mr. John Sutherland (acting) sheriff; Mr. Thos. Bunn, clerk of the court, and Mr. O'C. Clark,* Q.C., occupied the seats allotted to the officers of the court and counsel.

No court had been held between November 18th, 1869, and November 17th, 1870. Recorder Johnson held all the courts from the last date to August 16th, 1871, when he held his last court, which ended on the 21st of that month.

CANADIAN COPYRIGHT AND THE BERNE CONVENTION.—AN ENGLISH VIEW.

The international aspect of the claim now put forward by the Canadian Government to secure an Imperial sanction to the Canadian Copyright Bill of 1889—to which hitherto Imperial assent has been refused—is of a very grave character. In form this claim of Canadian publishers is represented as being based on and intended to assert the self-governing powers of the Dominion. In substance it is an attempt to undo one of the most useful of the recent international conventions which prove that the civilized world is becoming a united society for the protection of civil rights.

Divested of technicalities, the claim to be considered is that Canadian publishers should be enabled, by the abrogation of an international convention to which Canada formally assented, to republish (as it is euphemistically termed) the works of British authors without their consent. The only excuse put forward for this claim is that United States publishers have for years systematically appropriated the works of British authors, and that even now, after the United States Act of 1891, they refuse copyright unless the British author's work is published in America simultaneously with publication elsewhere. It is quite sufficient

*The late Henry J. Clark, Q.C., then styling himself "O'Connor" Clark, arrived from Montreal a few days before.

to say, in reply to this contention, that it has long been regarded as a reproach to the United States that piracy of this kind was not repressed; that the recent United States Act shows some signs of an awakening sense of fair play; and that, in any case, it cannot for a moment be admitted that the standard of American publishers and American statutes in this respect is to regulate the conduct of the rest of the civilized world.

The purely legal side of the question turns on the powers of the Canadian Legislature. The opinion of the law officers of the Crown of December 31, 1889, declares that the powers of legislation conferred on the Dominion Parliament by the British North America Act of 1867 do not enable the Canadian Parliament to alter or to repeal, as regards Canada, an Imperial Act which professedly applies to Canada. There can be little question among lawyers as to the correctness of this opinion. The "Charter of Colonial Legislative Independence"—the Colonial Laws Validity Act, 1865—expressly provides that a colonial law which is in any respect repugnant to the provisions of any Act of Parliament extending to the colony is to be read subject to the Imperial Act, and is to be "void to the extent of the repugnancy." The liberty allowed to the colonial legislature is to make laws which may differ from the common law of England, or differ from Imperial statutes not expressly extending to the colony. Before the Colonial Laws Validity Act of 1865 British Courts had held that colonial statutes must not run counter to the common law of England.

The suggestion that the general provisions of the Act of 1865—intended and acted upon ever since its enactment in the sense of a permanent statute for all future time—can have been modified by the British North America Act of 1867, does not deserve a moment's consideration. Even were it tenable, the fact that the Imperial Act of 1886 and the Order in Council of 1887 expressly apply to Canada would suffice to repeal any part of the British North America Act that happened to be inconsistent with the later enactment.

The Imperial Act of 1886 was intended to give effect to the Berne International Convention of September 8, 1886, and also to establish the principle of copyright throughout the whole empire. It is true that a protocol attached to the Berne Convention reserved powers to British colonies to denounce the treaty on giving twelve months' notice to that effect. But Can-

ada formally assented to the treaty, and in every case of grave international action, as denouncing a treaty, no colonial Act can be valid without the consent of the Imperial Government.

It is to be hoped that such assent will not be given, on whatever ground the claim may be supported. It was after many years' effort that the present international recognition of the author's rights to the fruits of his labour has been accorded. The claim of Canadian publishers to be allowed the same license of piracy exercised by their United States competitors, if assented to by the Imperial Government, would practically amount to a declaration to the world in general that the principles of fair play, embodied as the fruit of tedious negotiations, may be overridden through any motive of temporary and local profit.—*Law Journal* (London).

GENERAL NOTES.

AN OVERCROWDED PROFESSION.—The remarks of an Indian contemporary show that the rush to the Bar is not by any means a peculiar feature of English young men. It states: "It is not wonderful that a correspondent, himself a B.L., ridicules, in his *rôle* of satirist, the insensate longing of our college-educated Madras youths to write those two tall capitals, B.L., after their patronymics. It cannot be said that his satire is over-brilliant, but the sound sense with which it is intermixed compels us to overlook his failure in this direction. The mania he lashes is as ludicrous as it is ruinous. It may be that many of the men, who think that the attaching of these letters enhances the B.A., which they are also privileged to use, do not intend to win bread by the law; but this is not so in the majority of cases—B.L. spells bread and butter, or, to localise, curry and rice. Year after year the flood of B.L.'s is rising higher and yet higher. Soon we shall find created a veritable ocean of legal talent for which there will be absolutely no demand in the market. Where will it all overflow to? Once and again the congested state of the profession has had attention directed to it; but, line upon line and precept upon precept notwithstanding, the deluge abates not. As the correspondent—who, by the way, writes to the *Bharata*—says, medicine, engineering, agriculture, &c., open profitable and honourable fields for educated young India to delve in; yet, strange to say, they are neglected, which must result, as we have said,

in eventual disaster. The Indian parent rises early and late takes rest, and eats the bread of carefulness, and all for what? To see his offspring bloom into B.L.'s incapable of earning a return equal to the pittance of a tenth-rate clerk! The pinch of the shoe, though felt, is not yet sore enough to open the eyes of those concerned to the foolish course they are pursuing, but there must come a time when that pinch will become so intolerable as to awaken in them a sense of the necessity of mapping out a career other than that of the law for their hopefuls. The joke against the Americans is that every other man one meets with in the Republic is a colonel; here it will be applied to our B.L.'s."

Belgian Certificates of Marriage.—In Belgium it is the custom to give certificates of marriage in the form of little books with paper covers. These books, which are often produced in the course of law proceedings, and are taken in evidence, are apt to become dirty and dog's-eared. The burgomaster of Brussels has therefore hit upon a new plan. Henceforward a charge will be made for the books, which will be neatly bound in morocco, and gilt-edged. They will be something more than a mere certificate A summary of Belgian law on the marriage state is given in them for the use of young couples, and among a mass of other miscellaneous information are directions for the feeding and care of infants. There are also places for entering the names and birthdays of the children of the marriage, the authorities considerately affording space for twelve such entries. To poor persons the books will be issued free of charge. One of the town councillors was in favor of adding directions for obtaining a divorce, but his suggestion was not adopted.

Where Ignorance is Bliss.—When Wilde and Pollock were both at the bar (they were fast friends), Pollock was retained to defend a clergyman in Norfolk on a capital charge. In consultation the clergyman admitted his guilt to his counsel, and Sir Frederick, feeling that this knowledge would embarrass his conduct of the defence, especially as it was a question of the credit of certain witnesses, asked and obtained permission to return his brief. The brief came afterward into the hands of Wilde; he had no notice of the confession, and he secured a triumphant verdict of acquittal. Pollock had no doubt that it would have been his duty after accepting the retainer to go on with the case if

his client had insisted. Baron Parke thought so too in Courvoisier's case, but, obviously, such a confession hangs like a millstone round the neck of counsel.

A JURYMAN'S LOGIC.—A well-known lawyer on circuit in the North of England, curious to know how a certain juryman arrived at his verdict, meeting him one day, ventured to ask. 'Well,' replied he, 'I'm a plain man, and I like to be fair to everyone. I don't go by what the witnesses say, and I don't go by what the lawyers say, and I don't go by what the judge says; but I looks at the man in the dock, and I says, "He must have done something, or he wouldn't be there," so I brings 'em all in guilty.' —*Green Bag.*

FORGERY.—Applying the rule that a writing may be the subject of forgery, although not sufficient to create a legal liability, if genuine, it was held, by the California Supreme Court, in *People* v. *Munroe*, 24 L. R. A., p. 33, that an assignment or sale of unearned salary, by a public school teacher, might be the subject of forgery, irrespective of the question whether such an assignment would be void, on grounds of public policy. With the case is a very extensive note on the question of forgery of worthless instruments.

FAITH CURES.—The Nebraska Supreme Court, in *State* v. *Buswell*, 24 L. R. A. 68, holds that a person who makes a practice of attempting to cure the ailments of others, for a compensation, cannot be exempted from the law requiring a license, in order to be allowed to practice medicine, although he claims to cure by means of Christian Science, and to do so as an act of worship or a matter of conscience. The Court said that, as the defendant relied upon the teachings of the Bible for his authority as a Christian Scientist, it would not be amiss to refer to it for instances applicable to his case, and thereupon quoted at length the account of Simon, the sorcerer (whose name and offence live in the word "simony"), and to whom Peter said, "Thy money perish with thee because thou hast thought that the gift of God may be purchased with money," and also the account of the healing of Naaman of leprosy, "by compliance with a very simple, hydropathic course of treatment," prescribed by the prophet Elisha, and the transfer of his leprosy to the prophet's servant, Gehazi, who secretly took pay from the Assyrian.