The Legal News.

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We have frequent discussions and disputes in these days with reference to the sites chosen for hospitals and asylums. In this connection the recent case of *Bendelow* v. *Guardians of Wortley Union*, 57 L. T. Rep. (N. S.) 849, Chan. Div., may be cited. Stirling, J., granting an interim injunction to restrain a sanitary authority from continuing a small-pox hospital, on the ground that there was an appreciable injury to the plaintiff's property, said: "This case certainly comes close to the line. The first question is, what is the law applicable, and that, after the discussion which it has undergone in recent cases, is tolerably clear. The plaintiffs complain of a building at no great distance from their property as a nuisance, being used as a small-pox hospital. The burden of proof is upon them. They must make out not merely that patients suffering from infectious disease are gathered together there, but that there is also some injury to the rights of the plaintiffs as owners of the property where they live. Then comes the question, what is the amount of injury which will induce the court to treat this as a nuisance? That is well illustrated by *Fleet* v. *Metropolitan Asylums Board*, 2 L. T. Rep. 361. The expression there used is that there must be provable injury to the plaintiffs' property. The plaintiffs must make that out. Has that been made out here? The plaintiffs' property is between 132 feet and 147 feet from the place in question. The house abuts on a road made by the plaintiffs going to and from their houses. There is between the building occupied as a hospital and the plaintiffs' house a wall thirteen feet high. Upon the evidence adduced by the plaintiffs I felt considerable doubt, and I suggested that some medical man should go down and report accordingly. Dr. Murphy, nominated by Dr. Buchanan of the local government board, was sent down accordingly, and reported. . . . What meaning am I to attach to that report? I think it shows that there is a real appreciable danger to persons susceptible to small-pox, though not very great On the other hand, the nature of the disease is such that if once a person suffers from it, it is irreparable in the sense in which that word is used in reference to an injunction. I think the plaintiffs have made out a case of real appreciable injury, though not a great one, and are entitled to an interlocutory injunction to restrain the user of the place so as to be a nuisance to the plaintiffs."

The March Appeal List at Montreal shows the smallest number of cases since the special terms were held. There are only 80 cases set down, being a decrease of 13 compared with the term in January, and a decrease of 16 compared with the March term of 1887. If it had not been for the time consumed in re-hearings, the list would probably have been reduced to about 65. If this Court is to be left with only four judges available for the appeal terms, the law should be altered so that in case of an equal division the judgment of the lower Court shall stand.

JUDICIAL WIT.

We feel bound to chronicle every attempt at wit by the judiciary, especially by those dignified personages, the English judges. The unwonted appearance of an article of feminine apparel as the subject of a lawsuit, seems to inspire them with wanton quips. A recent "bustle" case gave their lordships an excellent opportunity. Counsel argued that although braided wire had been used for cushions, its use for "dress improvers" was a novelty capable of being protected by a patent. Thereupon Lord Justice Bowen, at the very moment, perhaps, when we were writing a tremendous puff of his lordship's exquisite and refined translation of Virgil, remarked: "Then you say that there is a difference between a pillow on which you put your head and a 'dress improver' on which you put another part of your body." And then the lord chief justice shyly suggested: "Surely a dress improver is in the nature of a cushion. If one may so, it is in the nature of padding." This is too dreadful. We hope the English are not so irreverent as to name

an article of this sort after their gracious and revered sovereign, as has been done in this country—"the Frankie C." But we democrats are extremely impudent. There is a pug in this town, belonging to a lawyer, we regret to say, which his owner has named "Grover Cleveland." But the master of the rolls is just as naughty as these other judicial triflers. In *Whitby* v. *Brock*, an action for an injury by being struck by fireworks, it was contended that the plaintiff took on herself the risk by going to the exhibition. Then the master of the rolls said: "You say that the lady's legs got among the fireworks, their case is that the fireworks got among the lady's legs." All this we derive from *Gibson's Law Notes*. The master of the rolls seems to be "as merry as a grig"—whatever that may be—probably a "Greek," for that people were fond of fun. At a recent banquet to Sir Henry James by the Coopers' Company (they ought to have sung a stave, but they didn't) the lord chancellor, Lord Bramwell, Mr. Justice Smith and Mr. Justice Charles being present, the master of the rolls, in replying to a toast to the bench, said: "At a particular period of to-day, and at a particular function which I am told a learned judge has said is not luncheon, but which looks extremely like it, it came upon me that I might have to respond for this toast to-night. But I looked up and saw the mournful, imploring eyes of my brother, Mr. Justice Charles, and the threatening athletic arm of my brother, Justice Smith, which seemed to say to me, 'Master, to-night be not light or frivolous; you are about to represent us, be dignified.' I thought to myself, twenty years hence, when you are as old as I am, you will know that a person who is always dignified is never light but always dull. Dignity is dull. Notwithstanding certain things that you may have seen in certain papers, let me assure you that throughout the day Her Majesty's judges are dignified. Let me also tell you that their courts are always dull. However, I resolved upon this occasion to be dignified, and with the consequences I have just told you. You have drunk the health of Her Majesty's judges, and all kinds of beautiful things have been said to you of them, and you seem to have accepted them. All I can say is, that with those beautiful things I entirely agree with you, but considering that I am one of the judges, my natural modesty makes it difficult for me to go on and say that I agree with them. I have said it before, and I say it again, in the presence of my young colleagues, that I believe we are all you say." This learned gentleman is not only a good joker, but as a judge is a fit successor to Jessel, which is the highest praise that can be bestowed.—*Albany Law Journal.*

SUPERIOR COURT.

DISTRICT OF IBERVILLE, March, 1887.

Coram LORANGER, J.

MARTEL et al. v. LES SYNDICS DE LA PAROISSE DE ST-GEORGE D'HENRIVILLE.

Builder—Responsibility of—Construction of new roof—Weakness of building—C.C. 1688.

HELD:—*That a contractor who undertakes to put a new roof on a building, is responsible for a defect in the timbers of the building on which the roof is placed, in the same manner as a builder for the unfavorable nature of the ground; and if an injury results to the roof, not from any defect in the materials used in its construction, but from the weakness of the timbers supporting it, he is liable for the loss.*

The judgment of the Court is as follows:—

"La Cour, etc.,

"Attendu que les demandeurs réclament des défendeurs, syndics, nommés pour surveiller et diriger les ouvrages et réparations à faire à l'établissement religieux et curial de la paroisse de St-George d'Henriville, la somme de $2,300, montant des trois derniers paiements, pour ouvrages faits aux dits édifices en vertu d'un contrat passé le 27 février 1877;

"Attendu que les défendeurs plaident que les ouvrages entrepris par les demandeurs n'ont pas été faits conformément au contrat en question et aux plans et devis fournis aux dits demandeurs; que les dits travaux ont été mal exécutés et ne sont pas encore terminés;

"Considérant que par le contrat ci-dessus

cité les demandeurs se sont obligés de faire et parfaire, à dire d'architecte, les ouvrages et travaux de maçonnerie, charpenterie et menuiserie aux couvertures, portes, chassis, clôtures, barrière, peinture et autres choses généralement quelconques, nécessaires pour la construction d'un chemin couvert à neuf, en bois, à la construction d'un clocher neuf, et refaire à neuf, en tôle galvanisée, les couvertures de l'église et sacristie du presbytère et de la cuisine de la paroisse de St-George d'Henriville; de plus, de faire certaines réparations au presbytère; le tout conformément aux plans et devis annexés au contrat, et sous la surveillance de l'architecte préposé à la construction et réparations des dits édifices;

" Considérant qu'au cours de l'enquête faite en cette cause sur la qualité et la quantité des ouvrages faits par les demandeurs, il a été établi que certains de ces ouvrages n'étaient pas conformes aux dits plans et devis et qu'il restait encore des ouvrages à réparer et des travaux à terminer;

" Considérant que d'après la nature du litige engagé entre les parties, il est devenu nécessaire de nommer des experts; que les dits experts ont effectivement été nommés avec pouvoir de visiter les lieux et entendre les parties et leurs témoins;

" Considérant que conformément au jugement interlocutoire qui a nommé les dits experts, ceux-ci se sont transportés sur les lieux, ont fait un examen minutieux des ouvrages faits par les demandeurs, et après les avoir entendus ainsi que leurs témoins, ont fait, le 13 janvier 1886, leur rapport devant cette Cour, lequel rapport est produit au dossier et fait partie de la preuve;

" Considérant qu'il appert par ce rapport que les demandeurs se sont servis pour les couvertures de l'église, de la sacristie et du clocher de la dite paroisse, de la tôle convenue par le dit contrat et les plans et devis; que les ouvrages faits aux dites couvertures ont été bien faits à l'exception de la couverture de la sacristie et de celle du chemin couvert qui nécessite quelques changements;

" Considérant que depuis que les demandeurs ont cessé de travailler aux dites bâtisses, il est survenu des détériorations à la couverture de l'église; que ces détériorations ne sont pas le résultat de la mauvaise qualité des matériaux fournis par les demandeurs, mais sont dus à la faiblesse de la charpente du comble de l'église sur lequel la dite couverture a été appuyée;

" Considérant que les demandeurs sont responsables de la solidité de la charpente du comble sur lequel ils ont appuyé la dite couverture, comme le constructeur est lui-même responsable des vices du sol sur lequel il appuie sa construction; que conséquemment les demandeurs sont responsables pour les détériorations survenues à la dite couverture;

" Considérant que les experts se conformant aux dispositions du jugement interlocutoire ci-dessus cité, ont fait rapport devant cette Cour du coût probable des réparations à faire aux ouvrages entrepris par les demandeurs tant à la dite église qu'aux autres édifices mentionnés au dit contrat; que par ce rapport il appert que les dits ouvrages ne peuvent être remis en état convenable et conformes aux dits contrat, plans et devis pour moins d'une somme de $687.50;

" Considérant que les défendeurs sont justifiables de retenir cette somme sur le montant réclamé en cette cause;

" Considérant que les allégués de la déclaration sont suffisamment prouvés jusqu'à concurrence de la somme de $1,612.50;

" Condamne les défendeurs à payer aux demandeurs la dite somme de $1,612.50, avec intérêt du jour de la signification de la présente action et les dépens distraits, etc., sauf les frais d'expertise qui sont divisés."

Paradis & Chassé, pour les Demandeurs.

M. Messier, pour les Défendeurs.

SUPREME COURT OF CANADA.

Quebec.]

CAUCHON v. LANGELIER.

Supreme Court of Canada—Jurisdiction—Dominion Controverted Elections Act, ch. 9, sec. 50, R.S.C.—Judgment dismissing election petition on motion for want of prosecution non-appealable—Judgment refusing to set aside petition on motion for want of prosecution non-appealable.

On the 23rd April, 1887, an election petition was duly presented to set aside the election

of the respondent as a member of the House of Commons for the Electoral District of Montmorency. The trial of the petition was fixed by order of a judge for the 22nd of October, but was not proceeded with. On the 16th December application was made by respondent to the Court to have the petition declared abandoned on the ground that six months had elapsed after the petition had been presented without the trial having been commenced, as provided in section 32, ch. 9, R.S.C. This application was granted by the Court, and the election petition was dismissed. On appeal to the Supreme Court of Canada, it was:

Held, Fournier and Henry, JJ., dissenting, that there was no provision in the Dominion Controverted Elections Act authorizing an appeal from such an order or judgment (R.S.C., ch. 9, sec. 50), and therefore the present appeal should be quashed with costs for want of jurisdiction.

Appeal quashed with costs.

Ferguson for appellant.
McIntyre for respondent.

In the L'Assomption Election Appeal, where the appeal was only from the decision of the judge refusing to set aside the election petition on the ground that the trial had not been proceeded with within six months since the date of its presentation, and there was a subsequent judgment of the Court setting aside the election on the admitted acts of corruption by agents, it was also held that the Supreme Court of Canada had no jurisdiction to entertain the appeal.

Prefontaine for appellant.
Bisaillon for respondent.

In the L'Islet Election Appeal the appeal was quashed for the same reason as that given in the Montmorency case.

Feb. 28, 1888.

New Brunswick.]

SNOWBALL v. RITCHIE.

Boundary—Dispute as to—Reference to surveyors—Duties of surveyors under reference.

R., who held a license from the Government of New Brunswick to cut timber on certain Crown Lands, claimed that S., licencee of the adjoining lots, was cutting on his grant, and he issued a writ of replevin for some 800 logs alleged to be so cut by S. The replevin suit was settled by an agreement between the parties to leave the matter to surveyors to establish the line between the two lots, the agreement providing that "the lines of the land held under said license (of R.) shall be surveyed and established by (naming the surveyors), and the stumps counted, &c."

Held, reversing the judgment of the Court below, that under this agreement the surveyors were bound to make a formal survey, and could not take a line run by one of them at a former time as the said boundary line.

Appeal allowed with costs.

G. F. Gregory for the appellant.
C. W. Weldon, Q.C., for the respondent.

Feb. 29, 1888.

New Brunswick.]

PROVIDENCE WASHINGTON INS. CO. v. GEROW.

Marine Insurance—Voyage insured—Port on western coast of South America—Deviation.

A marine policy insured the ship "Minnie H. Gerow" for a voyage from Melbourne, Australia, to Valparaiso for orders, thence to a loading port on the western coast of South America, and thence to a port of discharge in the United Kingdom.

The ship went from Valparaiso to Lobos, an island from 25 to 40 miles off the western coast of South America, and after sailing from there was lost. In an action on the policy:—

Held, reversing the judgment of the Court below, that whether or not Lobos was a port on the western coast of South America, within the meaning of the policy, and understood to be so by shipowners and commercial men generally, was a fact to be determined by the jury, and the judge not having left it to the jury a new trial was ordered on the ground of misdirection.

J. Straton, for the appellants.
C. W. Weldon, Q.C., and *C. A. Palmer*, for the respondents.

Quebec.]

BENDER v. CARRIERE et al.

Executory contract—Non-fulfilment of—Action for price—Temporary exception — Incidental demand—Damages—Cross-appeal.

In March, 1883, B. contracted with C. *et al.* for the delivery of an engine in accordance with the Herreshoff system to be placed in the yacht "Ninie," then in course of construction. The engine was built, placed in the yacht, and upon trial was found defective. On the 31st August, C. *et al.* took out a *saisie-conservatoire* of the yacht "Ninie," and claimed $2,199.37 for the work and materials furnished. B. petitioned to annul the attachment, and pleaded that the amount was not yet due, as C. *et al.* had not performed their contract, and by incidental demand claimed a large amount. After various proceedings the *saisie-conservatoire* was abandoned, and the Court of Queen's Bench, on an appeal from a judgment of the Superior Court in favour of B. both on the principal action and incidental demand, ordered that experts be named to ascertain whether the engine was built in accordance with the contract and report on the defects. A report was made by which it was declared that C. *et al.'s* contract was not carried out, and that work and material of the value of $225 were still necessary to complete the contract.

On motion to homologate the expert's report, the Superior Court was again called upon to adjudicate upon the merits of the demand in chief and of the incidental demand, and that Court held that as C. *et al.* had not built an engine as covenanted by them, H.'s plea should be maintained, but as to the incidental demand held the evidence insufficient to warrant a judgment in favor of B. On appeal to the Court of Queen's Bench, that Court, taking into consideration the fact that the yacht "Ninie" had since the institution of the action been sold in another suit at the instance of one of B.'s creditors, and purchased by C. *et al.*, the proceeds being deposited in Court, to be distributed amongst B.'s creditors, credited B. with $225 necessary to complete the engine, allowed $750 damages on B.'s incidental demand, and gave judgment in favor of C. *et al.* for the balance, viz., $1,215 with costs.

The fact of the sale and purchase of the yacht subsequent to the institution of the action, did not appear on the pleadings.

On appeal to the Supreme Court of Canada, and cross appeal as to amount allowed on incidental demand by Court of Queen's Bench, it was:

Held, reversing the judgment of the Court of Queen's Bench, Sir W. J. Ritchie, C.J., and Taschereau, J., dissenting, that as it was shewn that at the time of the institution of C. *et al.'s* action it was through faulty construction, the engine and machinery therewith connected could not work according to the Herreshoff system, on which system C. *et al.* covenanted to build it, their action was premature.

Held, also, that the evidence in the case fully warranted the sum of $750 allowed by the Court of Queen's Bench on B.'s incidental demand, and, therefore, he was entitled to a judgment for that amount on said incidental demand with costs.

Taschereau, J., was of opinion on cross appeal that B.'s incidental demand should have been dismissed with costs.

Amyot for appellant.

Bossé, Q. C., for respondents.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Consignor and consignee — Consignee taking goods at fixed prices, profits over these prices to be his—Rights of consignor.

HELD:—The fact that an agent to whom goods are consigned for sale is to have for himself all that he can get over a schedule price, does not make him the owner of the goods, and the price, when collected by his assignee after his insolvency, does not fall into his estate, except such portion thereof as represents the agent's profit. And so, where an agent took over a stock on consignment, under an agreement in writing by which he was to account for goods sold as per price list supplied to him by the consignor, the profits over this price to belong to the agent—it was held that the consignor was

* To appear in Montreal Law Reports, 3 Q. B.

entitled to be paid in full, per price list, for goods sold by the agent before his insolvency, but the price of which was collected by his assignee subsequently—*Sehlbach et al.* v. *Stevenson*, Dorion, Ch. J., Tessier, Cross, Baby, Church, JJ. (Baby and Church, JJ., *diss.*), Sept. 17, 1887.

Consignor and Consignee—Packing Cases—Account Sales rendered during series of years—Acquiescence—Proof—C.C. 1234.

The respondents, consignees at Montreal, under a written agreement, of appellants in Belfast, Ireland, accounted from time to time for the goods consigned to them, but never made any return for the price of the cases in which the goods were packed. These cases were always charged in the appellant's accounts, but the only reference made by the appellants to the omission to account for the packing cases, was contained in a letter in which they merely said: "We observe you "do not make any return for the cases." The written agreement did not make any mention of the cases. Three years later the account was closed without any reservation as to the packing cases. The appellants afterwards brought an action in *assumpsit* for the price of the cases.

HELD:—1. That the action could not be maintained, seeing that the appellants had notice during three years, through the respondents' accounts, that the packing cases were not being allowed for.

2. That parol evidence was inadmissible to vary the terms of the written agreement by proving that there was an understanding that the cases should be paid for.—*Ulster Spinning Co.* v. *Foster et al.*, Tessier, Cross, Baby, Church, JJ., Sept. 17, 1887.

DECISIONS AT QUEBEC. *

Pétition d'élection—Instruction—Péremption des Pétitions d'élection—S. R. C., c. 9, s. 32—Ordre public—Juridiction spéciale—Consentement.

JUGÉ:—Que, siégeant en vertu d'une loi qui crée un tribunal spécial, lorsque le texte de cette loi est clair, la Cour doit interpréter les termes employés non d'après le sens général qu'ils pourraient avoir, mais d'après le sens spécial que leur donne le statut;

Que le mot "instruction" employé dans la loi des élections fédérales contestées signifie l'audition des témoins sur le mérite de la pétition;

Que l'audition des témoins sur le mérite des objections préliminaires ne forme pas partie de l'instruction de la pétition;

Que la prescription des pétitions d'élection édictée par la section 32 du chapitre 9 des Statuts Révisés du Canada est d'ordre public;

Que lorsqu'une juridiction spéciale est donnée par un statut, cette juridiction doit être exercée à l'époque et selon le mode indiqués, conformément à l'intention du législateur;

Qu'à moins qu'une pétition d'élection n'ait été suspendue par un ordre du juge, pour le temps de la session, ou que le juge sur requête assermentée établissant que les fins de la justice le requièrent, n'ait ajourné le commencement de l'instruction, l'instruction de telle pétition ne peut se faire après les six mois de la présentation de la pétition, quand bien même l'instruction en aurait été fixée par la Cour ou le juge, et la pétition sera déclarée périmée et abandonnée;

Que le consentement des parties ne peut donner à la Cour ou au juge une juridiction que ne leur donne pas le statut.—*Hearn* v. *McGreevy* (élection fédérale contestée de Québec-Ouest), C. S., Caron, J., 2 déc. 1887.

Gage—Rétention—Saisie—Opposition.

JUGÉ:—1o. Que celui qui a fait à un objet mobilier des améliorations dont il a droit d'être remboursé peut retenir cet objet jusqu'à ce qu'il ait été remboursé, et qu'il a sur cet objet un droit de gage;

2o. Que le retenteur pour améliorations dont il a droit d'être remboursé, peut, comme le gagiste, opposer la saisie de l'objet retenu ou gagé.—*Belleau* v. *Piton*, et *Whelan*, T. S., C. S., Casault, J., 5 mars 1887.

Acte des Elections Fédérales Contestées—Election de Maskinongé—Computation de délai.

JUGÉ:—Que dans aucun cas la durée de la session du parlement ne doit compter dans les six mois mentionnés en la section 32,

* 13 Q. L. R.

fixant le délai pour l'instruction d'une pétition d'élection.—*Caron* v. *Coulombe*, C. S., Trois-Rivières, Bourgeois, J., oct. 1887.

Injonction—Route—Conseil de Comté—Ses pouvoirs—Procès-verbal—Appel au Conseil de Comté.

JUGÉ:—Que la décision du conseil de comté en appel fait loi pour le conseil local, et que les procédures du conseil local, faites en désobéissance à cette décision sont illégales;

Qu'il ne peut être pris deux appels devant le conseil de comté sur un même procès-verbal;

Que le défaut de donner avis du dépôt d'un acte de répartition ne rend pas cet acte de répartition nul, mais l'empêche seulement d'entrer en vigueur;

Que lorsqu'une corporation municipale outrepasse ses pouvoirs, il y a lieu à prendre contre elle un bref d'injonction;

Qu'un affidavit en termes généraux affirmant la vérité des faits allégués dans la requête pour injonction est suffisant.—*Côté* v. *La Corporation de St-Augustin*, en révision, Stuart, J. C., Casault, Andrews, JJ., 30 sept. 1887.

THE COMMON LAW AS A SYSTEM OF REASONING, — HOW AND WHY ESSENTIAL TO GOOD GOVERNMENT; WHAT ITS PERILS, AND HOW AVERTED.

[Continued from p. 79.]

Judicial Decisions—Words of Judges.

That in our common law which is the most familiar, and which some even look upon as the whole of it, is its immense and rapidly increasing mass of judicial decisions. The nature and functions of a judicial decisions are palpable, and absolutely certain beyond question. Yet many lawyers, as thoughtless as though the good God had never given them understandings, assume, and persist in assuming, that such a decision is a very different thing from what it is. It is the conclusion of the judicial mind upon particular facts. A controversy between parties had arisen, and to settle it they brought the facts to the tribunal and proved them; thereupon it pronounced the law's determination upon those facts, and it did nothing else. Distinguishing an individual judge from the tribunal, he may have said many interesting and useful things while stating the law's determination, or possibly he may have blundered; but however wise or learned his words, they are the mere ornament of the adjudication, or his individual commentary thereon, spoken with reference to the special facts of the particular case. And, however the words of one judge may be concurred in by the rest, they never rise higher than evidences of the law, as distinguished from the law itself. Moreover, even when they are in the most general terms, and to the casual reading meant to convey absolute doctrine as viewed as separately from the limited facts in contemplation, they are to be interpreted as qualified by those facts. The consequence is, that judicial decisions do not and cannot formally settle any abstract doctrine, such as it is the province of jurists to lay down.

How interpret judicial language.

Let me dwell a moment upon the proposition that the words of judges are always to be interpreted as qualified and limited by the facts of the case in hand; and that it is thus even when in form general, as laying down doctrines for all classes of facts. My attention was called to this proposition at an early period in my legal studies. I took down and preserved the words in which I first saw it; they proceeded from a very learned judge. When I came across the same thing from another learned judge, I preserved his words in like manner. I did the same in the next instance, and in the next, and so on until I became ashamed of this palpably needless repeating; then I stopped. I could fill out the remainder of the time allotted for this address with this sort of quotation. It has been my fortune to read a great many thousand cases, and I never saw in any case anything contrary to this. It could not be otherwise. From the earliest times in England to the present in every one of our States, and in the tribunals of the United States, our judges have been men who, with only exceptions enough to emphasize the

rule, had an eye single to the discharge of their duties. They have not meant to play the jurist while sworn to do the very different work of judge.

Let me illustrate this in another way. It is laid down by a part of our courts, in the broadest and most general terms, that no man may abate a public nuisance, unless he suffers from it in a manner special to himself, and not simply as one of the public. Were this really the doctrine of those courts, absolute, and not limited by the facts in contemplation when announced, then, if within their jurisdiction I stood on a railroad bridge spanning an immense chasm, and saw on the track an obstruction adequate to throw over a train of cars to the bottom, and saw approaching a train bearing a thousand souls, not one of whom was my wife or my child, and not one of whose lives I had under-written, I should not be permitted to remove the obstruction; but I must stand and see these thousand human beings sent before my eyes to eternity,—to the horror of hell and the sobbings of heaven and earth. No, the judges who have announced this doctrine did it with their thoughts upon different facts, to which, therefore, it must be deemed limited.

Moreover, in reason, the rule for interpreting the enunciations of judges cannot be otherwise. One passing on given facts has necessarily them, not others, in his mind; or, if his thoughts go out to other facts, they are such as he deem illustrative; then, when he speaks, his utterance is simply of what is within him, not of something absent from his contemplations. So that a doctrine laid down by him, in however general terms, must, in the nature of the human mind, be his deduction only from what he sees, not from what he does not see.

All decisions limited upon narrow facts.

The results of all which is, that our books of reports are the judicial conclusions from just so many sets of narrow facts as there are cases in them, each set of facts differing from every other; and they do not embody the ultimate rules which govern the infinity of facts, past, present, and future. So long as the judges do their duty, and conform to their oath of office, the reports of their decisions cannot be otherwise. To ascertain and state the ultimate rules, and show how they are applied to the infinity of past, present and future facts, is the proper work of jurists. And he who has learned what the jurists, thus viewed, have taught, has learned the law, and qualified himself to practice it; no other person has. I have thus stated the truth squarely and broadly, that its proportions may distinctly appear; while yet I gladly admit that in our reports will be found more or less of what approximates jurist work, and that a man may imperfectly qualify himself for legal practice without reading jurist writings.

There are men who take immense pains to pile upon their memories these judicial deductions from specific facts, to the neglect of the ultimate rules. The human mind can bear a great deal of abuse without being utterly destroyed. Hence, those who do this, are sometimes a long while in arriving at a knowledge of their mistake; they struggle on in fruitless attempts after recognition as great practitioners, until, fortunately coming upon a beam of light, they reform their method; or, what is more common, they die in wonder that God and man do not appreciate them. In some way, he who would make himself a success at the Bar must learn what thus appears to be the law, in distinction from the multitudinous deductions from ever-changing facts.

[To be continued.]

GENERAL NOTES.

Earned His Money.—"It will be a hundred dollars in your pocket if the jury brings in a verdict of manslaughter," said the prisoner's counsel to a juror. "All right," said the juror. The verdict of guilty of manslaughter was returned, and the hundred dollars duly paid. "I earned that money, sure," said the juror as he pocketed it. "I had a devil of a time to persuade them to do it. They all wanted to acquit him."

For not the first time by long odds the *World* yesterday reported a judgment handed down against a farmer who had signed a seed wheat agreement that turned out to be a promissory note. Notwithstanding such warnings many times repeated there are farmers who go right along signing documents upon the advice of outsiders. The *Globe* and the *Mail* have lately urged them to sign petitions in favor of commercial union. How many of these may turn up in court as promissory notes time alone can tell, but the scheme is a cunning substitute for the now somewhat threadbare hayfork and seed wheat dodge. Every honest newspaper will caution its farming readers to sign no peddled document without first submitting it to his legal adviser.—*Toronto World.*