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Joel P. Bishop, the well-known legal author, once wrote an article upon "The tools of the legal trade," (1 Leg. News, 189) and possibly it was this essay which prompted a lawyer in Rhode Island to contend that a statute, exempting from attachment the necessary "working tools" of a debtor, covered the law books of a lawyer when such lawyer was the debtor. The Supreme Court of Rhode Island, however, *In re Church* v. *Lester*, (5 East. Rep. 589) opines that the use of legal manuals is not precisely what is meant by manual labor. The judgment states: "The court is of opinion that the provision of the statute exempting from attachment the working tools of a debtor, necessary in his or her usual occupation, not exceeding in value the sum of $200, (Pub. St. R. I., ch., 209, §4, clause 2,) covers only such utensils or implements as the debtor is accustomed to use in manual labor in his or her usual occupation, and does not extend to a library of law books belonging to a lawyer, when such lawyer is the debtor."

The beginning of the Long Vacation, remarks the *Law Journal* (London), "always produces a crop of suggestions for its abolition, but every one knows that the thing cannot be done. There must at least be a portion of the year when law business is put aside for pleasanter things." A Q. C., writing to the *Times* *à propos* of vacation business, tells the following story: "About twenty years ago I was instructed to apply to a vice-chancellor at his house in London, for an injunction to restrain works which threatened immediate and irreparable damage to property. Arriving at the judge's house, and finding that he had just left for his vacation, I followed him at a gallop to the railway station, and got into the train just as it was starting. At the first station down the line I got out to look for his honour, and found him in the next compartment, which was one of the old-fashioned sort, divided by a door in the middle. I told him I was in close pursuit of him, and for what purpose; and he, pulling down the middle blind, so as to shut out observation of the sole occupant of the other half, kindly invited me to bring my plans and papers into his compartment, so that he might hear the case *in itinere*. This he did, and before we reached the station for which he was bound, he had made up his mind to grant the injunction; and I borrowed a pen from the station master, with which he endorsed the necessary order on my brief. He shook me by the hand, and wished me a pleasant vacation, saying, 'This almost comes up to the bathing case.'"

The Vacation in Montreal was the occasion of a decision of some interest upon a point of practice. Article 1123 of the Code of Procedure requires a writ of appeal to be served upon the opposite party, by leaving a copy with him or at his domicile, or with his attorney *ad litem*, in person. In *Gilmour & Hall*, one of the respondents was domiciled abroad, and could not be reached. It was necessary to serve the attorney personally. But the attorney was enjoying the sea-breezes at Old Orchard, in the State of Maine, and his office in the city was closed. In this difficulty it was resolved to make a personal service upon the attorney at Old Orchard, and a bailiff was specially despatched for the purpose. It was objected that this service was not valid, because "the Queen's writ does not run in the United States." The Court of Appeal unanimously held that the objection was untenable, and it was over-ruled.

COURT OF QUEEN'S BENCH.

QUEBEC, May, 1886.

DEMERS, Appellant, and GERMAIN, Respondent.

C. S. L. C., Ch. 51—*Water Course—Dam.*

Frechette & La Compagnie Manufacturière, 7 *L. N.* 34, *commented upon.*

RAMSAY, J. This is a very simple case: the only issue of fact being, whether a mill-dam, which had become ruinous, had been re-built

higher than it was before, and that thereby the water-power of plaintiff was injured. Plaintiff's evidence is very voluminous, and totally inconclusive. Respondent's evidence establishes satisfactorily that the repaired mill-dam is certainly not higher than it was before. It also shows that the use of a slide was not to let water off, as plaintiff pretended, but to let logs in when the tide was high. Much time was wasted by keeping back this fact till almost the last of plaintiff's witnesses was heard. In cross-examination he was constrained to admit it, and so destroyed any plausibility there might be about the demand.

We are therefore to confirm on the merits, but not for the reason given by the Court below. The position of this Court is a peculiar one, and one without parallel, so far as I know, in the judicial systems of the world. There are two appeals from our judgments, and both are to Courts non-professional as regards our law—one wholly so, the other for two-thirds. The consequence is that the authority of this Court is seriously compromised, and a few not very conclusive words, pronounced three thousand miles away, altogether out of the range of any educated public opinion on the point, are looked upon as a justification for setting the jurisprudence of this Court at defiance. This case furnishes an example of what I say. It becomes, therefore, important, not for our protection, but for the protection of those who are obliged to seek redress in this Court, that we should speak so as not to be misunderstood in the cases coming before us, and perhaps more in detail than would be otherwise desirable. It is assumed that the Privy Council intimated in the case of the *Compagnie Manufacturière de St. Hyacinthe & Frechette*, that they did not agree with this Court as to the interpretation to be given to the 19 & 20 Vic. c. 104. The Privy Council distinctly said that they gave no opinion as to that Act. But they did criticize an observation of one of the judges of this Court. I was unable to concur with the majority of the Court as to the decision on themer its of the case; but I did not dissent from the very simple, and to me it appears, incontrovertible proposition referred to; namely, that it would not be a mode of carrying out the avowed object of the act to authorize a *riverain* proprietor to destroy the water-power already built upon by his neighbour. Another observation applied, I believe, to a remark of mine. It was said I had attributed motives, and even incapacity, to the framers of the bill. Like other persons, I presume, legislators are moved, as is natural, by motives, and I also assume that a law, which is sufficiently obscure to create serious difficulty as to its interpretation, is not a model of legislation to be commended. I again repeat that this Act was intended to confer on the *riverain*-proprietors the water privileges that they had not by their deeds of concession, and which had, by the Seigniorial Act passed a few days before, lapsed to the Crown; and that it had no other object whatever. To this I may add, that if I had thought the Act in question bore the interpretation put upon it by the Court below, I should not have hesitated to qualify the motives. The legislation would have been spoliatory, it is scarcely necessary to add, and, therefore, dishonest. In justification of the legislature, if justification be required, it may be said that there is not a syllable in the Act which justifies the conclusion that one man, because he has a water-power in front of his land, can take possession of, or destroy his neighbour's property. The law simply says, the *riverain*-proprietor can make dams, but he must indemnify any one he injures. If the injury be of sufficient gravity to amount to an expropriation, the law does not say the new work cannot be destroyed, and so we held in the case of *Bureau & Vachon*: "Que l'acte 19 & 20 Vict. ch. 104, n'autorise pas un propriétaire riverain à construire des moulins, manufactures ou travaux nécessaires pour les faire fonctionner sur des propriétés qui ne lui appartiennent pas, ni à exproprier les propriétaires qui ont des propriétés adjacentes à la sienne." And we condemned the defendant to demolish a dam he had built resting on his neighbour's property, and to pay damages. 3 Dec. d'App. 338.

Judgment confirmed.

BREACH OF CONTRACT—DAMAGES—PROFITS.

NEW YORK COURT OF APPEALS, JANUARY 19, 1886.

WAKEMAN v. WHEELER & WILSON CO.

A party violating his contract should not be permitted entirely to escape liability because the amount of damages which he has caused is uncertain.

When it is certain that damages have been caused by a breach of contract, and the only uncertainty is as to their amount, there can rarely be good reason for refusing, on account of such uncertainty, all damages whatever for the breach.

EARL, J. This action was brought to recover damages for the breach of an agreement made in the city of New York, in February, 1878, which is set forth in the complaint as follows: "That if the plaintiffs shall succeed in placing, that is to say, selling, fifty of the defendant's sewing machines to one firm, or party, in the republic of Mexico, during the next trip of their agent to that country, then about to be made, they, the plaintiffs, for every fifty machines so sold, shall have the sole agency for the sale of the defendant's sewing machines in that locality and its vicinity in that republic, and the defendant should furnish to the plaintiffs machines at the lowest net gold prices." The defendant denied the agreement, but the jury found it substantially as alleged, and it is conceded that we must assume here that such an agreement was made.

The plaintiffs at once entered upon the performance of the agreement, purchased a sample machine of the defendant, caused their agent to be instructed in its mechanism and management, and then sent him to Mexico. After reaching there he sold fifty machines to one Mead, of San Louis Potosi, on his promise to Mead that he should be the general agent of the defendant for that locality and its vicinity. The order for fifty machines was sent to the defendant and filled by it, and those machines were forwarded to Mexico and paid for. Shortly thereafter plaintiffs' agent made another sale of fifty machines for another locality in Mexico, and an order for those machines was sent to defendant, which it absolutely refused to fill. Plaintiffs' agent procured another order for one machine, and sent that to the defendant, which it also refused to fill; and then it refused to fill any further orders from the plaintiffs, or their agents, and absolutely refused to perform and repudiated its agreement.

Upon the trial of the action the plaintiffs made various offers of evidence to show the value of their contract with the defendant, the most of which were excluded. In his charge to the jury, the judge held as a matter of law that the plaintiffs could recover damages only for the refusal of the defendants to fill the orders actually given; and the plaintiffs' profits having been shown to be $4 on a machine, their recovery was thus limited to $204. They excepted to the rule of damages thus laid down, and the sole question for our determination is what, upon the facts of this case, was the proper rule of damages? Were the plaintiffs confined to the damages suffered by them in consequence of the refusal of the defendant to fill the two orders for fifty-one machines, or were they entitled also to recover the damages which they sustained by a total breach of the agreement on the part of the defendants?

The judge limited the damage, as stated in his charge, because any further allowance of damages for the breach of the agreement would, as he claimed, be merely speculative and imaginary. It is frequently difficult to apply the rule of damages, and to determine how far and when opinion evidence may be received to prove the amount of damages, and the difficulty is encountered in a marked degree in this case.

One who violates his contract with another is liable for all the direct and proximate damages which result from the violation. The damages must not be merely speculative, possible and imaginary, but they must be reasonably certain, and such only as actually follow or may follow from the breach of the contract. They may be so remote as not to be directly traceable to the breach, or they may be the result of other intervening causes, and then they cannot be

allowed. They are nearly always involved in some uncertainty and contingency. Usually they are to be worked out in the future, and they can be determined only approximately upon reasonable conjectures and probable estimates. They may be so uncertain, contingent and imaginary as to be incapable of adequate proof, and then they cannot be recorded, because they cannot be proved. But when it is certain that damages have been caused by a breach of contract, and the only uncertainty is as to their amount, there can rarely be good reason for refusing, on account of such uncertainty, any damages whatever for the breach. A person violating his contract should not be permitted entirely to escape liability because the amount of the damages which he has caused is uncertain.

It is not true that loss of profits cannot be allowed as damages for a breach of contract. Losses sustained and gains prevented are proper elements of damage. Most contracts are entered into with the view to future profits, and such profits are in the contemplation of the parties, and so far as they can be properly proved, they may form the measure of damage. As they are prospective, they must, to some extent, be uncertain and problematical, and yet, on that account, a person complaining of breach of contract is not to be deprived of all remedy. It is usually his right to prove the nature of the contract, the circumstances surrounding and following its breach, and the consequences naturally and plainly traceable to it, and then it is for the jury, under proper instructions as to the rules of damages, to determine the compensation to be awarded for the breach.

When a contract is repudiated, the compensation of the party complaining of its repudiation should be the value of the contract. He has been deprived of his contract, and he should have, in lieu thereof, its value, to be ascertained by the application of rules of law which have been laid down for the guidance of courts and jurors.

These rules will be illustrated and limited by a few cases, some of which are quite analogous to this, to which attention will now be called.

In *Masterton* v. *Mayor*, 7 Hill, 61, Nelson, C. J., said: "When the books speak of the profits anticipated from a good bargain, as matter too remote and uncertain to be taken into the account in ascertaining the true measure of damages, they have reference to dependent and collateral engagements, entered into on the faith and in expectation of the performance of the principal contract. * * * But profits or advantages which are the direct and immediate fruits of the contract entered into between the parties stand upon a different footing. * * * It is difficult to comprehend why, in case one party has deprived the other of the gains or profits of the contract by refusing to perform it, this loss should not constitute a proper item in estimating the damages."

In *Bayley* v. *Smith*, 10 N. Y. 489, it was held that one partner could maintain an action at law against the other for a breach of the partnership articles in dissolving before the period therein limited; that the damages in such an action are the profits which would have accrued to the plaintiff from a continuation of the partnership business, and which are lost by the unauthorized dissolution, and that evidence of the actual gains of the partnership during its continuance is admissible as an element in determining the value of the prospective profits. Johnson, J., writing the opinion, said: "The object of commercial partnerships is profit. This is the motive upon which men enter into the relation. The only legitimate beneficial consequence of continuing a partnership is the making of profits. The most direct and legitimate injurious consequence which can follow upon an unauthorized dissolution of a partnership is the loss of profits. Unless that loss can be made up to the injured party, it is idle to say that any obligation is imposed by a contract to continue a partnership for a fixed period. The loss of profits is one of the common grounds, and the amount of profits lost one of the common measures of the damages to be given upon a breach of contract," and that "it is very true that there is great difficulty in making an accurate estimate of future profits. This difficulty is inherent in the nature of the inquiry. We shall not lessen

it by shutting our eyes to the light which the previous transactions of the partnership throw upon it. Nor are we the more inclined to refuse to make the inquiry by reason of its difficulty, when we remember that it is the misconduct of the defendant which has rendered it necessary."

In *Taylor* v. *Bradley*, 39 N. Y. 129, the action was to recover damages for the total breach by the defendant of a contract to let a farm to the plaintiff for three years, each party to furnish part of the stock, seeds, tools, etc., the plaintiff to occupy and work the farm, and have certain specified supplies for his family, and all proceeds to be divided equally, and it was held that the plaintiff was entitled to recover as damages the value of the contract, that is, what such a privilege of occupancy and working the farm, subject to the conditions of the agreement, and under all the contingencies which were liable to affect the result, was worth. Woodruff, J., writing the opinion, said: "To my mind, the only rule which will do justice to the parties is, that the plaintiff is entitled to the value of his contract; he was entitled to its performance; it is broken; he is deprived of his adventure; what was this opportunity which the contract had apparently secured to him worth? To reap the benefit of it, he must incur expense, submit to labor and appropriation of his stock. His damages are what he lost by being deprived of his chance of profit." An opinion in the same case by Judge Grover is reported in 4 Abb. Ct. of App. Dec. 363, in which he said: "An examination of the cases will show that the courts have been endeavoring to establish rules, by the application of which a party will be compensated for the loss sustained by the breach of the contract; in other words, for the benefits and gains he would have realized from its performance, and nothing more. It is sometimes said that the profits that would have been derived from performance cannot be recovered; but this is only true of such as are contingent upon some other operation. Profits which would certainly have been realized but for the defendant's default, are recoverable." That "it is not an uncertainty as to the value of the benefit or gain to be derived from performance, but an uncertainty or contingency whether such gain or benefit would be derived at all"; that "it is sometimes said that speculative damages cannot be recovered, because the amount is uncertain; but such remarks will generally be found applicable to such damages, as it is uncertain whether sustained at all from the breach. Sometimes the claim is rejected as being too remote. This is another mode of saying that it is uncertain whether such damages resulted necessarily and immediately from the breach complained of. The general rule is, that all damages resulting necessarily and immediately and directly from the breach are recoverable, and not those that are contingent and uncertain. The latter description embraces, as I think, such only as are not the certain result of the breach, and does not embrace such as are the certain result, but uncertain in amount"; that "the plaintiff will be fully compensated by recovering the value of his bargain. He ought not to have more, and I think he is not precluded from recovering this by any infirmity in the law in ascertaining its amount."

In *Schell* v. *Plumb*, 55 N. Y. 592, it is held that an agreement by one party to support another during life, is an entire continuing contract, and that upon a total breach thereof, the latter may recover full and final damages, not only the expenses of support up to the time of trial, but all the prospective expenses during life, and that the Northampton Tables are competent evidence as to the probable duration of life. GROVER, J., writing the opinion, said: "The counsel for the appellants insists that such cannot be the rule, for the reason, as he insists, that it is impossible to ascertain the damages, as the duration of life is uncertain, and a further uncertainty arising from the future physical condition of the person. * * * It may be further remarked, that in actions of personal injuries, the constant practice is to allow a recovery for such prospective damages as the jury are satisfied the party will sustain, notwithstanding the uncertainty of the duration of his life and other contingencies which may probably affect the amount."

In *Dennis* v. *Maxfield*, 10 Allen, 138, it was

held, that if a written contract, by which the master of a whaling ship is employed, provides that he shall have a certain "lay" in the proceeds, and also an additional compensation depending upon the amount of the cargo, and he is wrongfully discharged by the owners, before the expiration of the contract, he may recover, as a part of his damages, his share of the earnings of the ship, both before and after his removal. Bigelow, C. J., writing the opinion, and speaking of the earnings of the ship, said: "They are undoubtedly in their nature contingent and speculative, and difficult of estimate, but being made by express agreement of the parties of the essence of the contract, we do not see how they can be excluded in ascertaining the compensation to which the plaintiff is entitled. Would it be a good bar to a claim for damages for breach of articles of co-partnership, that the profits of the contemplated business were uncertain, contingent and difficult of proof, and could it be held for this reason that no recovery could be had in case of a breach of such a contract? Or in an action on a policy of insurance on profits, would it be a valid defence, in the event of loss, to say that no damages could be claimed or proved, because the subject of insurance was merely speculative, and the data on which the profits must be calculated were necessarily inadequate and insufficient to constitute a safe basis on which to rest a claim for indemnity?

In *Simpson* v. *R. Co.*, 1 Q. B. Div. 274, the plaintiff, a manufacturer, who was in the habit of attending agricultural shows to exhibit samples of his goods, and made profit by the practice, delivered them upon a show ground, where he had been exhibiting them, to the receiving agent of the defendant, a railroad company, to be carried by a particular day to a show ground at another place, where a similar show, at which he intended to exhibit, was to be held; but nothing was expressly said about the intention of the plaintiff. The samples did not arrive until after the day stipulated, and when the show was over, and the plaintiff lost several days in going to meet them and waiting for them. In an action for the breach of contract, a verdict was given for damages, which included a sum for loss of time or loss of profit; and it was held that the purpose of the plaintiff to exhibit was within the contemplation of the parties to the contract; that the plaintiff was entitled to the damages on the ground that loss of profit was a probable and natural result of the failure of that purpose, and that no evidence was necessary of his prospect of making profit at the particular show in question. Cockburn, C. J., said: "As to the supposed impossibility of ascertaining the damages, I think there is no such impossibility; to some extent, no doubt, they must be matter of speculation, but that is no reason for not awarding any damages at all." Mellor, J., said: "As to the difficulty of ascertaining the amount of profits which the plaintiff can be supposed to have lost, that is not a matter upon which we have to trouble ourselves." Field, J., said: "As to the difficulty of ascertaining the profits which the plaintiff can be considered to have lost, a sufficient answer is that it must be assumed that the plaintiff would make some profit."

In *Jacques* v. *Miller*, 6 Ch. Div. 153, the plaintiff agreed with the defendant to take a lease of premises belonging to the defendant, for the purpose, as the defendant knew, of carrying on a trade which the plaintiff was about to commence. In consequence of the defendant's wilful refusal to fulfil his agreement, the plaintiff was unable for fifteen weeks to commence his trade; and it was held that, in addition to judgment for specific performance of the agreement, damages must be awarded in respect to plaintiff's loss of profits from his work during the fifteen weeks. To the same effect are the following cases: *White* v. *Miller*, 71 N. Y. 118; *Mitchell* v. *Read*, 84 N. Y. 556; *Donalds* v. *State*, 80 N. Y. 36; *Hoy* v. *Gronoble*, 34 Penn. St. 9; *Garsed* v. *Turner*, 71 Penn. St. 56; *McNiel* v. *Reid*, 9 Bing. 68; *Fletcher* v. *Tayleur*, 17 C. B. 21. In conflict, we think, with these authorities, is the case of *Howe Machine Co.* v. *Bryson*, 44 Iowa, 159. In that case a party made a contract with the general agents of a sewing machine company, by the terms of which he was to rent a room, provide himself with a team, and furnish other necessary means for the sale of ma-

chines, and to devote his time thereto, the agents agreeing to furnish him with all the machines he could sell at a price twenty-five per cent. below the retail rate. The party performed his undertaking, but the machines were not supplied as agreed, and it was held that the measure of damages was the value of the time lost as the result of the breach, without reference to the profits which might have been realized if the contract had been performed. Two of the five judges dissented, and we concur with them.

Under the Civil Damage act, (ch. 646 of the laws of 1873,) and under the acts allowing the next of kin of one whose death has been caused by the wrong or carelessness of another to recover damages for such death, the amount of damages is exceedingly uncertain, problematical and contingent, and yet it must be left to the determination of a jury upon such facts as can be proved. *Ethrington* v. *R. Co.*, 83 N. Y. 641; *Houghkirk* v. *R. Co.*, 92 N. Y. 219.

It is quite clear that the rules of damages having the sanction of these authorities were violated upon the trial of this action. The plaintiffs had the right, under their agreement, to establish agencies for the sale of defendant's machines, anywhere in Mexico where they could sell fifty machines. An agency, when thus established, was to be exclusive, and was to have some permanency. It could not be broken up at the will of defendant, without some default on the part of the plaintiffs. That the agreement had some value to the plaintiffs is very clear, and of that value, whatever it was, they were deprived by the act of the defendant. It is quite true that that value, or in other words, the damage caused to the plaintiffs by the total breach of the agreement by the defendant, is quite uncertain and difficult to be estimated. But the difficulty is not greater than it was in several of the cases above cited. There are some facts upon which a jury could base a judgment, not certain nor strictly accurate; but sufficiently so for the administration of justice in such a case. The agent whom plaintiffs sent to Mexico was apparently intelligent, capable, and well acquainted with Mexico. Machines could be delivered there for about $30 per machine, and could then be sold at retail for about $125. The profit to the plaintiffs on each machine was about $4. Plaintiffs' agents really made sales of one hundred and one machines, and were about to make other sales. One of the defendant's agents subsequently sold, in a single city, twenty machines in six months, at $125 each. The plaintiffs had established two agencies, and to the value of such agencies, at least, they were entitled. Mead, who had one of the agencies, testified that he had made arrangements with several parties to sell the machines; that he had all the facilities for carrying on an extensive and profitable business, and was well acquainted with the country. The population of several of the Mexican cities in which plaintiffs' agent was engaged in establishing agencies was shown. From all these and other facts proved, it cannot be doubted that the plaintiffs suffered damages to at least several hundred dollars, and they should not have been deprived of the damages which they made to appear, because they could not make clear the full amount of their damages. All the facts should have been submitted to the jury with proper instructions, and their verdict, not based upon mere speculation and possibilities, but the facts and circumstances proved, would have approached as near the proper measure of justice as the nature of the case and the infirmity which attaches to the administration of the law will admit.

In 1 Sutherland Dam. 113, it is said: "If there is no more certain method of arriving at the amount, the injured party is entitled to submit to the jury the particular facts which have transpired, to show the whole situation, which is the foundation of the claim and expectation of profits so far as any detail offered has a legal tendency to support such claim."

The trial judge also erred in excluding evidence which would have given the jury some aid in estimating the damages. The plaintiffs made persistent efforts to show that subsequently to the repudiation of its agreement the defendant established agencies in Mexico, and the number of machines sold through such agencies. This evidence was, upon the objection of the defendant,

excluded. We think it should have been received. It would have shown the market for these machines there, and the facility with which they could be sold, and would have had some tendency to show the extent of the business the plaintiffs could have done there, and the value of their agreement.

We think the opinions of witnesses as to the value of the agreement, as to the profits which it, or any agency established in pursuance of it, could produce,as to the damages plaintiffs realized, and as to the number of machines they could have sold, were properly excluded. This was not a case for expert or opinion evidence. There is no certain basis of facts proved, or facts assumed, upon which an opinion could be based. The conflicting opinions of interested witnesses, selected because of their favorable opinions, instead of aiding the jury, would probably add to their embarrassment. The safer rule in all such cases is, to exclude opinions and receive the facts, and then leave the matter for the determination of the jury. They may not have any certain basis upon which to rest their judgment, but that cannot be helped. They are supposed to be disinterested, and must apply their experience and common sense to the facts proved, and reach the best results they can. Our views as to opinion evidence were so fully expressed in *Ferguson* v. *Hubbell*, 97 N. Y. 507, that they need no re-statement here. We have no means of knowing that the views expressed by Judge Woodruff, in *Taylor* v. *Bradley*, supra, as to the proof of the damages by the estimates of witnesses, were coincided in by his associates. They were not necessary to the decision of that case, and we are not prepared to assent to them. In *Mitchell* v. *Reed*, supra, the opinions of witnesses as to the value of certain leases, based upon certain facts assumed, were received. No question was made at any stage of that case that the opinions were not competent. The rule as to opinion evidence was liberally applied in that case, and, we are inclined to think, properly. There was some certain basis for the foundation of opinions by experts in reference to the worth of property which had salable value.

We have not considered the bearing of the statute of frauds upon this case, as no point or reference to it was made upon the trial. Our conclusion therefore is, that this judgment should be reversed and a new trial granted, costs to abide event.

All concur, except Miller, J., absent.

Judgment reversed.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Sept. 25.

Judicial Abandonments.

George Elie Amyot, Quebec, dry goods merchant, Sept. 22.

Arthur Gingras, Quebec, shirtmaker, Sept. 15.

Curators Appointed.

Re Joseph Brault, Barrington Station, district of Beauharnois.—Kent & Turcotte, Montreal, curator, Sept. 21.

Re Isaïe Hortie, district of Ottawa.—Kent & Turcotte, Montreal, curator, Sept. 17.

Dividends.

Re O. Boisvert, district of Richelieu.—First and final dividend, payable Oct. 14, Kent & Turcotte, Montreal, curator.

Re J. A. Claveau, district of Chicoutimi.—First and final dividend, payable Oct. 8, H. A. Bedard, Quebec, curator.

Re P. J. Lalonde.—First and final dividend, payable Oct. 14, Kent & Turcotte, Montreal, curator.

Re Hennyle Parent, district of Rimouski.—First dividend, payable Oct. 8, H. A. Bedard, Quebec, curator.

GENERAL NOTES.

FUGITIVE INK.—A friend of ours is about to make a fortune out of an ink which fades out in a short time, varying with the strength of the preparation, from six weeks down to twenty-four hours. We hazard the prediction that it will fill a long felt want. Politicians have suffered untold annoyance, and at times a bitterness of soul which amounted almost to repentance, for lack of this invention. Letters written in moments of rash confidence, which were not burned as directed, have turned up at inopportune junctures to blast their authors. Harmless little transactions of a speculative character, recorded in permanent fluids, have proved "damned spots" which will not "out." It is, however, for its usefulness to the legal profession that we call attention to this ink. Lawyers will earn the gratitude and favor of overworked judges, and materially promote their clients' interest, by writing their briefs in it. On the other hand, a large number of judicial opinions might with advantage be written in it, and the law preserved from precedents which ignore the best settled principles. It is especially recommended for those appellate Courts which are in the habit of overruling their own decisions at intervals of a few years in a way which gives a new meaning to the bandage on the eyes of Justice in allegorical pictures.—*American Law Review.*