The Legal News.

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LORD COLERIDGE ON SENTENCES.

The absurd punishments sometimes allotted by magistrates have attracted the notice and rebuke of the Lord Chief Justice of England. In charging the grand jury at Bedford Assizes on October 28, his lordship said he thought it his duty to call attention to the unreasonably severe punishment which was too commonly allotted to small offences against property. He had been often struck, sometimes shocked, at the immense length of time spent in prison, and at considerable expense to the county, by persons whose whole crime had been a petty larceny. The man who stole thirty mutton-chops had surely not caused the harm against society or the mischief of one who had made a murderous assault or secretly attempted to administer poison. On one occasion he had before him two little boys who pleaded guilty to some miserable petty larceny after a previous conviction. Seeing their tender years he inquired the nature of their previous offence, and it appeared they had stolen apples, for which the magistrates had sent them to gaol for three months with hard labour. It was just possible that these magistrates were schoolboys themselves once, and he thought it monstrous to make these boys felons for life for having done what some of the best men in the world had done, and for which they certainly deserved to have their ears boxed, but not to be sent to prison with hard labour.

THE LATE MR. FAWCETT.

The English bar probably lost an able advocate, and the bench, perhaps, a brilliant Lord Chancellor, by the accident which deprived Mr. Fawcett of sight. His career certainly affords an instructive example of a bold and resolute spirit, arrested in one path, carving out another with signal success. Mr. Fawcett was born in 1833, and as a student made good use of his eyes, for he was seventh wrangler at Cambridge. He entered upon the study of the law at Lincoln's Inn, but in 1858, before he was called to the bar, lost the sight of both eyes by an accident which occurred while he was out shooting. The benchers of his Inn offered, it is said, to facilitate his entrance to the profession, but Mr. Fawcett, who had already developed strong literary tendencies, probably realized that he would be too seriously handicapped by his misfortune in a forensic career, and he preferred a professorship at his University. Later, although a poor and comparatively obscure man, he obtained, after several defeats, a seat in Parliament, and finally became Postmaster-General, in which capacity he introduced several valuable improvements in the service. The physical night which fell upon him did not render his understanding less luminous. Mr. Fawcett, though totally blind, never relinquished active out-of-door sports, being an untiring pedestrian, an enthusiastic angler, skater and rider, even following the hounds on the hunting field.

PRISON DISCIPLINE.

It is a little surprising to find the good people of Winnipeg so innocent as to put faith unreservedly in what their newspapers say. A hoax perpetrated by a juvenile scribe, and published by a daily journal, depicting a prison punishment with all the horrors a youthful imagination could suggest, was sufficient to excite a popular tumult, and to elicit threats of lynching the attorney-general, who was represented as actively promoting and assisting at the infliction of the torture. The kernel of fact in this sensational narrative was that a prisoner had received twelve lashes on the bare back for an attempt to escape. The punishment in itself was of no extraordinary severity, not a drop of blood was drawn, and the prisoner did not suffer from the effects of the whipping for more than a few hours; but nevertheless the serious question arises, how far the infliction of a degrading punishment is justified under the circumstances. It is in use in some Canadian penitentiaries, and it is sought to be justified, we believe, by the argument that unless such a

punishment were sanctioned, attempts to escape would be very frequent, the number of prison guards would have to be doubled, and the prisoners kept under much closer restraint. These considerations may have some force, but, on the other hand, an ignominious punishment ought not to be inflicted without grave cause. In all the well-known history of Latude's escapes from the Bastile and other French prisons he was never punished in this way. A distinction might well be drawn between an ordinary evasion and the case where the prisoner commits a murderous assault in his attempt to escape. In the former case some other kind of punishment might and should be substituted for the degrading infliction of the lash. We are not sufficiently informed as to the facts of the Winnipeg affair to judge whether it was a proper punishment or not. It had the approval and countenance of the attorney-general of the Province, but there is no mention in the accounts which we have seen, that the prisoner did more than take advantage of the negligence of his jailer, and we doubt very much whether prison rules should be permitted which make this an offence punishable by the lash.

So much for the expediency of the punishment, but as we go to press the *Manitoba Law Journal* for November comes to hand, in which the legality of the flogging is questioned. Notice of this point must be reserved until our next issue.

MASTER AND MARINER.

It must be accepted as evidence of the more tender regard of the law for the servant in the present age that an offence which formerly would hardly have excited a murmur, is now severely punished. The master of a vessel which came into the port of Montreal was proceeded against for cruelty to seamen, the charge being that he had tied some of his men up by the thumbs, their toes alone touching the ground. It appeared that the seamen had refused to execute orders, and had been tied up until they consented to obey. They had previously been placed on short allowance, the ship's provisions having run short. The men stated that they were weakened by this deprivation of food, and unable to work. For the captain it may be said that he had put himself on the same allowance as his men, and that no injury seems to have resulted to the men from the punishment, which, moreover, it was in their own power to have terminated at any moment by consenting to return to duty. These considerations were deemed insufficient to justify the conduct of the captain. He was condemned, and the men released from their engagements. It is apparent that if a captain, from desire to economize, or other motive, half-starves his men, it is no answer that he has treated himself in the same way, and it was proved that he had opportunities to put into port for provisions. Then, again, it is quite conceivable that under certain conditions grave and permanent injury might result from the method of punishment adopted, though the injury might not be apparent at the time. These unusual forms of punishment should not be countenanced, especially where the subject has no appeal nor means of obtaining relief, as on board ship. The case resembles that of a charitable institution in Montreal, which lately attracted much notice. The children in this institution were treated to mustard plasters on various parts of their bodies. The old-fashioned methods of punishment may have their phase of brutality, but they can hardly be replaced by such devices.

A GOWN DISPUTE.

It is an extraordinary fact that a majority of the students of the law faculty of Laval University in Montreal should make the request to wear gowns while attending lectures a *casus belli* with their Alma Mater, and even submit to expulsion rather than comply with the obnoxious regulation. The gown will be the honorable distinction of these young gentlemen hereafter, while engaged in the exercise of their chosen avocation. Youth is generally impatient of delay in assuming the distinctions of manhood, rather than disposed to say of them "Sufficient unto the day is the evil thereof." The judges of the Court of Appeal at Albany recently agreed to wear gowns, from a conviction that such a costume was appropriate to high judicial officers as well as conducive to decorum in

the court room. We suppose that the same may be said of the decorum of the lecture room. Robed students will more easily remember that they are preparing for the serious battle of life. But whether gowns are suitable or unsuitable, convenient or inconvenient, the only consideration for the students was that the rule of the University made the costume imperative, and that it was their duty to submit until the rule was repealed. Resistance was puerile, and tends to excite suspicion that the gown question was a mere pretence, and that they had other grounds for severing their connection with the University. If so, it would be more manly to state their real grievance. Perhaps before this paragraph appears the students may have reconsidered their hasty determination. Let us hope so, for other universities can hardly afford, by favoring the secessionists, to encourage rebellion against lawful authority.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, May 21, 1884.

Coram DORION, C.J., MONK, RAMSAY, CROSS & BABY, JJ.

THE ST. LAWRENCE & CHICAGO FORWARDING COMPANY (deft. below), Appellant, and THE MOLSONS BANK (plff. below), Respondent.*

Bill of Lading—Assignment.

Reynolds Bros. shipped from Toledo, a port in the United States, 16,500 bushels of wheat by schooner to Kingston, Ont., the cargo to be delivered as per address in the margin of the bill of lading as follows:—"Order Reynolds Bros.; notify Crane & Baird, Montreal, P.Q. Care of St. Lawrence & Chicago Forwarding Co.," implying that, although the voyage of the schooner ended at Kingston, the cargo was to be put in charge of the Forwarding Company, destined for Montreal, Crane & Baird to be put upon their diligence by notice for any interest they might have in the cargo. The schooner having arrived at Kingston, the Forwarding Company, the ordinary carriers for Crane & Baird, received the cargo and paid the lake freight to the master of the schooner. No new bill of lading was issued, but the agent of the Forwarding Company signed a receipt for the cargo across the face of the duplicate of the bill of lading. The respondents made advances on the original bill of lading, endorsed by the shippers, but the wheat had been previously delivered by the Forwarding Company at Montreal to the order of Crane & Baird, without the order of the shippers and without the surrender or presentation of the original bill of lading.

The question was whether the appellants, the Forwarding Company, were held to the same obligations as if they had been signers of the original bill of lading, which the respondents contended had force and effect until the cargo reached its destination in Montreal.

Held, reversing the decision of the Superior Court (5 L. N. 6; 25 L. C. J. 324), that the bill of lading was fulfilled and became effete by the delivery of the wheat at Kingston, prior to the assignment of the bill of lading to the respondents.

Girouard & McGibbon for appellants.
N. W. Trenholme, counsel.
Abbott, Tait & Abbotts for respondent.
Strachan Bethune, Q.C., counsel.

* To appear in the Montreal Law Reports, 1 Q. B.

SUPERIOR COURT.

MONTREAL, Oct. 31, 1884.

Before TORRANCE, J.

HUGHES et al. v. CASSILS et al.*

Sale—Unpaid Vendor—Rescission.

The action was to annul a sale of six bales of carpets in default of payment by the vendees. The action was accompanied by a conservatory seizure. The Molsons Bank intervened and claimed that the demand should be dismissed as coming long after the sale and delivery.

The COURT, following *Greenshields* v. *Dubeau*, 9 Q.L.R. 353, gave judgment for the plaintiffs.

Girouard & McGibbon for the plaintiffs.
Abbott, Tait & Abbotts for the intervener.

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

SUPERIOR COURT.

[In Chambers.]

MONTREAL, Sept. 5, 1884.

Before LORANGER, J.

HATTON v. THE MONTREAL, PORTLAND & BOSTON RAILWAY COMPANY et al.*

Company — Mandamus — Annual Meeting — Duty of President — Default — 42 Vict. (Can.) *cap.* 9.

The principal question in the case was as to the proper mode of compelling a railway company to call and hold their annual meeting.

The annual meeting of the railway company defendant (a company subject to the provisions of the Consolidated Railway Act, 42 Vict. [Can.], c. 9) did not take place on the day appointed therefor, in consequence of an injunction suspending the holding of such meeting. This injunction was subsequently dissolved at the instance of a shareholder (7 L. N. 85).

Held, that service of notice upon the president and secretary that the injunction had been dissolved, together with a copy of the judgment dissolving the injunction, was sufficient to put the company *en demeure* to call the meeting; and a mandamus might issue in the name of a shareholder, under C. C. P. 1022, to compel the company to call the meeting.

It was the duty of the board of directors, as soon as the injunction was dissolved, to proceed to call the said meeting, in order that the election of directors might be held, as provided by section 19 of the Consolidated Railway Act (42 Vict. [Can.], cap. 9).

The calling of the annual meeting is not a duty specially appertaining to the office of president, the Railway Act (42 Vict. cap. 9), section 19, making it the duty of "the directors" to cause such meeting to be held.

John L. Morris for petitioner.

C. A. Geoffrion, counsel.

O'Halloran & Duffy for defendants.

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

CIRCUIT COURT.

MONTREAL, Nov. 7, 1884.

Before MOUSSEAU, J.

SHAW v. BATEMAN, and ROGERS, T.S., and SIDEY, T.S.

Garnishee—Declaration—C. C. P. 619.

The *Tiers-Saisi* Rogers was condemned as the personal debtor of the defendant. The plaintiff took an attachment against him in the hands of his employer, J. G. Sidey. Sidey appeared, but declined to answer questions touching the terms of Rogers' engagement, claiming that wages not due could not be seized. Upon motion of plaintiff to make the *Tiers-Saisi* answer,

The COURT held that Sidey was bound to answer such questions, and also as to dates of payment, etc., in the terms of Article 619, C. C. P.

Kerr, Carter & Goldstein for plaintiff.

Dunlop & Lyman for J. G. Sidey.

CIRCUIT COURT.

MONTREAL, Oct. 31, 1884.

Before MATHIEU, J.

BISSONNET v. GUÉRIN.

Lease of land on shares—Prohibition to sublet—Ejectment—Art. 1646, *C.C.*

Notwithstanding a stipulation in a lease that the lessee of land on shares shall not sublet without the consent in writing of the lessor, the tacit acquiescence of the lessor in a sub-lease is a good defence to an action of ejectment based on the fact of such sub-lease without consent of the lessor, more especially where the sub-lease was terminated before the action was brought, and the lessor had profited by the sub-lease.

PER CURIAM. "Attendu que, par acte passé, à Laprairie, devant Mtre Defoy, notaire, le 1er mars 1883, le demandeur a loué et baillé à ferme, pour l'espace de quatre années, à commencer du 29 septembre 1882, jusqu'au 29 septembre 1886, à Elzéar Demers, charretier, du village de Laprairie, un morceau de terre, situé et enclavé dans la commune de Laprairie, appartenant au gouvernement, de la contenance en totalité de vingt arpents en superficie, avec une maison, grange et autres bâtisses dessus construites; qu'il fut convenu,

au dit bail, que le preneur n'aurait pas le droit de souslouer le dit immeuble, circonstances et dépendances, ni aucune partie d'icelui, sans le consentement exprès et par écrit du bailleur ;

" Attendu que le dit bail a été fait à la charge par le preneur de représenter le bailleur, comme gardien de la barrière qui se trouve vis-à-vis de la maison sus-mentionnée, et d'être ponctuel à remplir les obligations auxquelles le bailleur était lui-même tenu, et à la charge par le preneur de récolter, battre, cribler et vanner tous les grains qui seraient recueillis sur le dit immeuble, pendant la durée du dit bail, et de les partager comme suit: un tiers au bailleur et deux tiers au preneur, la semence devant être fournie dans la même proportion, et pour autres charges mentionnées au dit bail;

" Attendu que le dit Elzéar Demers est décédé le 21 avril 1884, laissant dans les lieux loués, et les occupant son épouse, la défenderesse, et ses enfants ;

" Attendu que le demandeur demande, par son action, la résiliation du dit bail, à cause du décès du dit Elzéar Demers et parceque la défenderesse, sa veuve, aurait sousloué la dite propriété à un nommé André Longtin ;

" Attendu que, vers le 27 avril dernier, peu de jours après le décès du dit Elzéar Demers, le demandeur est allé trouver la défenderesse, sa veuve, pour lui dire de semer la propriété, vu que le temps des semences était arrivé, et lui offrant de la faire aider par son fils ;

" Attendu qu'il a été prouvé que le dit demandeur avait vu le dit André Longtin travailler sur la dite propriété, et que ce dernier lui a même demandé des grains pour sa part de la semence, et que le demandeur a fourni du grain qu'il a livré au dit André Longtin ;

" Attendu qu'il résulte de la preuve que lors des semences faites sur la dite propriété, par le dit André Longtin, le dit demandeur connaissait que la défenderesse faisait semer la propriété par le dit André Longtin, et qu'il a acquiescé tacitement aux arrangements faits par la défenderesse pour faire cultiver la dite propriété ;

" Attendu qu'il a été prouvé que, lors de l'institution de l'action du demandeur, le dit André Longtin qui avait semé à moitié la partie du dit immeuble qui devait être ensemencée, avait fini tous les travaux qu'il avait à faire sur la dite terre, en avait partagé les grains, même avec le demandeur, qui avait reçu de lui sa part ;

" Considérant que le sous bail, en supposant qu'il pût être considéré comme tel, était terminé lors de l'institution de la présente action, que le demandeur n'en avait éprouvé aucun dommage, et que d'ailleurs il est suffisamment prouvé que le demandeur a consenti à ce sous bail ;

" Considérant que le demandeur a consenti, après le décès du dit Elzéar Demers, à continuer le bail avec sa veuve, et que lors de l'institution de cette action, la défenderesse était en possession du dit immeuble, le détenant comme locataire ;

" Considérant que l'action du dit demandeur est mal fondée ;

" A renvoyé et renvoie l'action du dit demandeur, avec dépens, distraits à Mtre E. Lareau, avocat de la dite défenderesse."

Authorities cited by the defendant: Sirey, pp. 839, 821, No. 23 ; Duvergier II. No. 90 ; Troplong, *louage*, Nos. 139, 141 ; Aubry & Rau IV. p. 492 ; C. N. Arts. 1763, 1764 ; Laurent, vol. 25, p. 259.

Robidoux & Fortin, for plaintiff.

Edmond Lareau, for defendant.

POLICE COURT.

MONTREAL, November 7, 1884.

Before M. C. DESNOYERS, Police Magistrate.

TUPPER v. MCFADDEN.

Merchant Shipping Act, sec. 190—*Ill-treatment of Seaman.*

Held, 1. *That the action of a captain in putting his hands on short allowance during a voyage of several months, when he had several opportunities to supply his vessel with the necessary provisions, constitutes a case of ill treatment sufficient to justify a sailor in leaving his ship and in suing for his wages under the 190th section of the Merchants Shipping Act*, (1854).

2. *That the captain was not justified in inflicting severe punishment on a sailor because, while the latter was weak on account of not having sufficient food to eat, he refused to work.*

3. *That the refusal or neglect of the captain to provide a sailor with necessary food, and his incarceration in the ship's cells, where he was put into irons, and afterwards triced up by the thumbs, justify reasonable apprehension of danger to his life if he were to remain on board.*

Tupper was a sailor on board the *Alpheus Marshall*, a British registered ship. His engagement was made at New York, 6th September, 1883, for 3 years at $14 a month. After a long voyage to Yokohama, Japan, the ship came into the port of Montreal. Here Tupper laid an information against the captain, accusing him of cruelty, and claiming to be discharged from his engagement and to be paid a certain sum for wages.

PER CURIAM. The information, taken under the 190th section of the Merchant's Shipping Act, alleges: That the complainant is duly articled with the defendant to serve as a seaman on board the vessel *Alpheus Marshall*, a British registered ship; that owing to ill-treatment he has received at the hands of the defendant, he apprehends danger to his life if he remains on board said ship, and concludes, to be released from his said engagement, and paid the amount of his wages now due, viz., $120.

The evidence establishes that on the 3rd of September last, when the said ship had been at sea since about four and a half months, on its way from Japan to Montreal, all the crew was put on short rations. Bread was reduced very near one half; meat (beef and pork) about one-third; tea and coffee about one-half; lime-juice, about five-sixths; flour, entirely suppressed. The short allowance lasted for about 40 days; all the men were weak from hunger, and one man (during the short allowance period) fainted at the wheel, apparently from weakness and want of food.

Defendant had already, on a former occasion, started on a sea voyage with insufficient provisions (deposition of Roberts, boatswain).

On the 15th September last, when the crew had been for twelve days on short rations, as above, on a very hot day, the complainant and four others refused to turn to their duty, alleging that they were too weak to continue their work for want of proper food. It appears that this was at a time when they had been in the habit of enjoying rest, even when they had been feeding on full allowance, and the work then to be done was not necessary for the safety of the ship. Defendant told them they would have to turn to or that they would be put in irons. Complainant, as well as the four others, said that they would submit to be put in irons, as they felt too weak to resume work, especially at a moment allotted for rest.

Defendant had them put in irons, and without notice, immediately caused them to be triced or strung up by the thumbs, until almost the whole weight of their bodies rested on their thumbs, their toes only touching the ground, and left them there, saying that they might remain in that position until their arms left their bodies, or until they would consent to turn to work. In that position they remained ~~for~~ fifty-two minutes, when all asked to be unstrung and said that they would go to work, which they did.

Several witnesses have sworn that they believe that Tupper was effectually too weak at that moment to go to work, having already worked all morning, and they judge of that from their own weakness and hunger. It is also proved that the vessel passed no less than six accessible ports during the period of short allowance, in which defendant could have re-provisioned his ship if he had been willing.

The *Alpheus Marshall* also met several ships but never hailed any of them. It appears really that if defendant had desired to re-provision his ship he could easily have done so.

It has been contended that Tupper and his four associates raised a mutiny against the captain. But nothing of that is proved, nor even attempted to be proved; all that these men did or said was, we are too weak to work, and immediately submitted to the disgrace of being put in irons without a movement or a remark.

I find in Maude & Pollock's Law of Merchant Shipping, edition of 1881, vol. 1, page 126, "Whilst his vessel is afloat, the master is bound to maintain order and discipline on board under the guidance of justice, moderation and good sense. His authority over his crew has been compared to that of a parent over his child, or of a master over his appren-

tice; these analogies, however, are not very close, and the safer rule is to consider the particular authority which the respective positions of the parties require. A master may order a delinquent mariner to be confined, or inflict corporal punishment upon him, and this authority exists not only whilst the ship is at sea, but also whilst she is in a foreign port or river. But it is only in extreme cases and where it is absolutely necessary to preserve discipline that corporal punishment should be inflicted, and it must in all cases be awarded with due moderation." Now, was this an extreme case, and was the punishment inflicted with due moderation? I believe not. Instead of having recourse to irons and tricing up his men, the captain ought to have directed his ship into some port and ought to have procured the necessary provisions to feed them properly.

Now, under all these circumstances, has there been such ill usage to the complainant on the part of the defendant as to warrant reasonable apprehension of danger to his life if he were to remain on board said vessel? I believe I am bound to answer in the affirmative. It is not necessary to bring the case under the statute that there should be immediate danger. The complainant has withstood this first experience well enough, but might fail in a second or third repetition of the same proceedings.

Judgment must go in favor of complainant. But inasmuch as the complainant could not state positively the balance due him, if the defendant can show by his books that the amount claimed is not all due, I am ready to hear him now, so as to adjust the amount of his indebtedness.

Curran & Grenier, for the prosecutor.
C. L. Gethings, for the defendants.
(J. J. B.)

POLICE COURT.

MONTRÉAL, Nov. 11, 1884.

Before DESNOYERS, P.M.

THE QUEEN v. JUDAH.

False Pretences—Suspension of examination.

Mr. Desnoyers, Police Magistrate, gave the following interlocutory decision in the case of Mr. T. S. Judah, charged with obtaining the sum of $25,000 from Mr. G. B. Burland by false pretences:—

The defendant is charged with having at Montreal, on or about the 11th day of April, 1882, by false pretences and with intent to defraud, obtained from Geo. B. Burland, in money and in valuable securities, the sum of $25,000, the false pretences consisting in the verbal assertion made to complainant through Mr. Withers, defendant's attorney, that he (defendant) had a good title to certain real property then offered as security for the advance of the said sum, and that such real property was clear of encumbrance, and also consisting in the written assertion made by the defendant himself in the deed of obligation to complainant that the property mortgaged well and truly belonged to him, and moreover in the verbal reiteration made at the time of the passing of the deed, that he (defendant) was the sole owner of said real property; whereas in truth and in fact a portion of that real property (namely, three-eighths of the same) did not then belong to him, but belonged to his daughter, Madame Kilby. I do not intend to go over the whole case at present, but will dispose of it temporarily on the following grounds:—

It is contended by defendant that whilst the complainant presses this case against him, charging him with having represented himself as the owner of the property now under seizure, he (the complainant) at the same time contests in the civil court the right claimed by Mrs. Kilby to said property.

The complainant pretends that he does not contest Mrs. Kilby's title to the property, but simply her right to withdraw the property from seizure, she having neglected to register her title according to law for upwards of twenty years. This, I believe, is a distinction without a difference. In order to avoid all appearance of contradiction in his course, the complainant, through his counsel in the civil case, has served a notice of motion to withdraw from his contestation of Mrs. Kilby's opposition, all portion of his plea which may read as contesting Mrs. Kilby's title, resting his defence simply on Mrs. Kilby's neglect to register her title according

to law. He does not withdraw nor discontinue his seizure of the property in question. If Mrs. Kilby, through her neglect, has lost her rights, they cannot be lost for everybody. Who, then, acquired these rights if not the defendant? Or did not the defendant continue to exercise these rights, "he who was and remained the ostensible and registered proprietor and openly in possession of the property mortgaged * * * he who was and is by law the presumed legal owner thereof, and who used the complainant's money to improve the said mortgaged property," as the whole appears in and by the contestation itself. If the said contestation and the seizure be maintained, then the mortgage will be declared to have been properly given. Can it be pretended that if the seizure and consequently the mortgage be declared valid, that the defendant could be guilty of false pretences? Certainly not.

Seeing that the question now debated here is actually pending in the civil court, and using the discretion which the law confers upon me, I believe it right to withdraw and suspend the present examination until such time as the civil court shall have adjudicated in the first instance at least upon the contestation entered into between the complainant and Mrs. Kilby, and I rest my ruling upon the following decisions:—*R.* v. *Ashburne*, 8 C. P. 50; *R.* v. *Ingham*, 14 Q. B. 396.

C. P. Davidson, Q. C., for Mr. Burland.
Joseph Doutre, Q. C., for Mr. Judah.

RECENT U. S. DECISIONS.

Judgment of State Courts—Divorce—Jurisdiction.—The Federal Constitution requires full faith and credit to be given by each State to the records and proceedings of the other States; but cases wherein the court had no jurisdiction—and this fact may always be shown—are not within the Federal protection, and, there being no authority to make the record, the proceedings are not judicial.

Where a husband leaves the State in order to avoid service of legal papers upon him, and remains awhile in another State for the mere purpose of securing a divorce, and has testimony secretly taken in the State where his wife continued to reside, and he himself returns after procuring the divorce, he does not acquire residence in the foreign State, and as the laws of one State do not pretend to divorce citizens of another State, the decree thus fraudulently obtained is without authority and does not bind the wife. *Reed* v. *Reed*, Sup. Ct. of Michigan, Dec. 1883—13 Amer. Law Record, 74.

Partnership—Liability of Partner—Estoppel.—A person sued as a partner, and whose name is shown to have been signed by another person to the articles of partnership, may prove that before the articles were signed, or the partnership began business, he instructed that person that he would not be a partner. A person who is not actually a partner, and who has no interest in the partnership, cannot, by reason of having held himself out to the world as a partner, be held liable as such on a contract made by the partnership with one who had no knowledge of the holding out. *Thomson et al.* v. *First National Bank of Toledo.* (Supreme Ct. of U. S. May, 1884.—13 Amer. Law Record, 129).

GENERAL NOTES.

The refusal of the students in the Faculty of Law of Laval University to obey the order of the rector, Rev. Father Hamel, in regard to the gown question and the troubles that have arisen therefrom, took a definite form yesterday morning when, at the usual hour for the Hon. Justice Jetté's lecture, Rev. Father Hamel entered, and, after referring to the nature of the troubles, asked the students directly whether they would submit to the regulations of the University or not. Only six answered in the affirmative, the majority remaining steadfast in their determination. The latter were then publicly expelled and their names struck off the list. The expelled students talk of entering the McGill law classes, and the question of opening a law faculty in connection with Victoria University is also being discussed.—*Gazette*, Nov. 11.

The Hon. L. R. Masson has been appointed Lieutenant-Governor of Quebec in the place of Mr. Robitaille whose term of office had expired. The Montreal *Gazette* makes the following reference to an incident which has caused some discussion:—"It is said that the Hon. Mr. Masson declined to take the oath which has hitherto been taken by all persons on their acceptance of the office of Lieutenant-Governor. The oath, we are bound to say, is an extraordinary one for a Lieutenant-Governor, and if this incident shall result in its being changed, it will not have been without its use. The particular phrase which, we presume, was objected to is as follows: 'And I do declare that no 'foreign prince, person, prelate, state or potentate hath 'or ought to have any jurisdiction, power, superiority, 'pre-eminence or authority, ecclesiastical or spiritual, 'within this realm.' It is quite clear that no Roman Catholic could subscribe to this oath, which is a denial of the spiritual or ecclesiastical authority of the Pope of Rome. In this country where we have formally declared the separation of church and state, where all forms of religious belief are equal in the eyes of the law, such an oath ought not to be imposed upon a Canadian official, and Mr. Masson is to be congratulated upon having refused to take it."