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PROPOSED CHANGES IN THE CRIMINAL LAW.

We learn from Ottawa that "Mr. McCarthy introduced a bill to amend the Act respecting procedure in criminal cases. He said it provided that persons charged with misdemeanour should be permitted to give evidence on their own behalf. It also provided that when a judge was delayed from attending Court from any cause, the Court might be adjourned from day to day until he could attend. Thirdly, there is a provision for abolishing the right of the Crown to peremptorily challenge jurors."

Two of these three provisions involve alterations in the criminal law, of considerable magnitude; and their suggestion indicates rather the restless love of change, than any very profound conviction of their necessity. The object of testimony is to furnish, as to an alleged fact, evidence on which the Court or jury can safely rely. It is obvious, apart from the lessons of experience, that what people say as to matters in which they are interested is open to suspicion. Practice has shown, as a rule, almost universal, that this suspicion is well founded. Here is what Pothier says on the matter, speaking of the judicial oath administered by the judge for the decision of the suit.

"*Je ne conseillerais pas néanmoins aux juges d'user souvent de cette précaution qui ne sert qu'à donner occasion à une infinité de parjures. Quand un homme est honnête homme, il n'a pas besoin d'être retenu par la religion du serment, pour ne pas demander ce qui ne lui est pas due, et pour ne pas disconvenir de ce qu'il doit; et quand il n'est pas honnête homme il n'a aucune crainte de se parjurer. Depuis plus de quarante ans que je fais ma profession, j'ai vu une infinité de fois déférer le serment, et je n'ai pas vu arriver plus de deux fois, qu'une partie ait été retenue par la religion du serment, de persister dans ce qu'elle avait soutenu.*"

Occasional utterances of the judges in England, under the extended rules of evidence now in force there, seem to recognize that the experience of to-day in England does not differ from that of Pothier in France a hundred years ago.

Under the old usury laws we had examples without end of how little the sanctity of an oath weighed against material interest.

Manifestly the accused who does not intend to plead guilty, will be compelled to offer his testimony, or he is sure to be found guilty, if there is any evidence at all against him. If guilty he will perjure himself in self-defence, and he may do this successfully, if he be clever and self-possessed; and thus one crime will be committed to cover another. If he be innocent, naturally he will speak to avoid the damaging presumption of guilt arising from a voluntary silence. Speaking, if he be stupid and timid, his embarrassment and confusion will be apt to create perfectly legitimate presumptions of guilt, and he may be condemned because he has not skill to avail himself of a pretended privilege.

It is unnecessary to enlarge on the general objections to such a measure, for the reasons against it are well-known.

Mr. McCarthy has not the demerit of inventing this crudity. But the form in which it is presented requires some explanation. Why is a man accused of a misdemeanour to be allowed to tell his own story under oath, and a man accused of a felony to have his mouth closed? Mr. McCarthy will, perhaps, let us know the principle on which he bases this distinction, which at first sight appears to be arbitrary and unreasonable.

A judge being delayed for a whole day going to hold a criminal court, seems to be a very improbable contingency, and if it did happen one would suppose that the common law would supply the remedy common-sense suggests. But if there be laggards, who are also sticklers, by all means let a statute lay down the rule, and, if possible, let it be laid down in comprehensible terms.

The third of the proposed changes attributed to Mr. McCarthy is evidently a reporter's mistake. Mr. McCarthy cannot fail to know that the Crown cannot challenge jurors save for cause. It is probable that our reformer desires to deprive the Crown of the right to cause a juror to stand aside till the panel is exhausted. The practical inconveniences of an amendment of this sort are too numerous and minute to be easily explained to those who have not had personal experience of Crown business; but one

thing is clear, that if the Crown is no longer to be allowed to make a juror stand aside, the prosecution should have the same right of peremptory challenge as the defence.

The ambition to improve the laws of one's country is laudable ; but the danger of popular bodies being swept away by the superficial appearance of improvement is very great. The proper check is to be found in the control of Government. The initiative of fundamental changes in the administration of justice should be jealously preserved by the Crown.

R.

TITLES.

The *Minerve* has a sensible article directed against the misuse of the titles "Chevalier" and "Commandeur." In addition to its remarks on the bad taste of thrusting titles down one's throat at every word, it should be remembered that it is illegal to use a foreign title, or to wear a foreign decoration, without leave of the Queen. We not only misuse foreign titles, but we both overuse and misuse our own. Newspaper reporters never speak of a Minister without the prefix of "Honourable." A gentleman dies and we have it formally announced that "A. B. Esquire," is no more. This is not done in England. In France, before the revolution, titles of rank were very sparingly used, except by *parvenus ;* the second son of the king was called "Monsieur," and his eldest daughter "Madame," just as we use "Sir" in addressing members of the English Royal family in private.

But the more objectionable fault is the illegal assumption of titles not granted by the Queen. This is very common; it is nevertheless a dishonest form of vulgarity. Thus we have Judges, former Senators, bygone local Ministers, Legislative Councillors, and Speakers of Legislative Assemblies, all taking, or given the title of "Honourable," to which they have not a shadow of right.

R.

Mr. M. H. Sanborn, a brother of the late Mr. Justice Sanborn, and for many years Deputy Sheriff of Montreal, died in this city on Sunday, February 25. The *Gazette* says of the deceased: "For twenty-eight years Mr. Sanborn had filled in a manner eminently satisfactory the position of Deputy-Sheriff of Montreal, and his death removes from amongst us a faithful public servant, whose name will ever be mentioned with the respect due to the memory of an honourable, kind-hearted gentleman and an official of the most sterling probity."

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, Jan. 25, 1882.

MONK, RAMSAY, TESSIER, CROSS & BABY, JJ.

REGINA v. JOHN DWYER, *alias* MCGUIRE.

Bigamy—Onus probandi.

On a trial for bigamy, the Crown having established the fact of the husband's two marriages it is for the prisoner to show the absence of the first wife during seven years preceding the second marriage ; and where such absence is not proved, it is not incumbent on the Crown to establish the prisoner's knowledge that the first wife was living at the time of the second marriage.

RAMSAY, J. This is a reserved case from the district of Aylmer. The prisoner was convicted of bigamy. The two marriages were proved, the first to Mary Brophy at St. Columban, in the district of Terrebonne, in 1855, the second to Marie Fleury at Allumette Island, in the district of Ottawa, in 1878. It was also proved that the first wife was living at the time of the second marriage at St. Columban, where the marriage of 1855 took place.

The Court charged the jury: 1st—"That the marriage was complete by the marriage ceremony, and did not require consummation, and that it was not incumbent on the Crown to prove the presence of the first wife with the prisoner." 2nd—"That the continuous absence of the first wife during seven years immediately preceding the second marriage *not* being proved, it was not incumbent on the Crown to prove the prisoner's knowledge that the first wife was living. The Court also added that under the above circumstances it was incumbent on the prisoner to show that he had made reasonable inquiries."

I take it that the Court in effect held, that the marriage being established, it was for the prisoner to show the *absence* of seven years; that this absence not being proved, there was no question of the prisoner's ignorance. At the argument it was contended that the absence of the prisoner from his wife was the presumption of law, and that the Crown should prove presence. In support of this novel pretension we were referred to the case of *Regina* v. *Heaton* (3 F. & F., p. 819), where it was contended that Mr. Justice Wightman had held that the proof of presence was on the Crown, and that this

holding had been maintained by the Court of Crown Cases Reserved in *Reg.* v. *Curgerwen.* (L. R., 1 C. C. R, p. 1.) On reference to the case of *Heaton* it will be seen that Mr. Justice Wightman did not hold that the proof of presence was on the Crown. In that case there was evidence that the husband only stayed with his wife perhaps four years at most. It then became necessary for the Crown to show knowledge on the part of the prisoner, who could not be expected to prove the negative—non-knowledge. It was this decision of Mr. Justice Wightman that was approved of in *R.* v. *Curgerwen.* The case before us differs in this, that Mr. Justice Macdougall returns the fact that absence was not proved. I therefore think the conviction should be maintained.

Conviction maintained.

Fleming, Q.C., for the Crown.
Foran for the prisoner.

COUR DU BANC DE LA REINE.

MONTRÉAL, 25 janvier 1883.

DORION, J. en C., RAMSAY, J., TESSIER, J., CROSS, J.

Ross et al., es-qual. v. CONVERSE.

41 *Vict.*, *c.* 38—*Avis*.

Jugé: Que les syndics-conjoints de l'Assurance Agricole du Canada ont été duement nommés en vertu du chapitre 38 *de l'Acte* 41 *Vict.* (*Can.*), *et qu'ils sont revêtus de tous les pouvoirs appartenant à des syndics officiels de même que s'ils avaient été nommés en vertu de l'Acte de faillite de* 1875 *et ses amendements.*

Qu'en l'absence de dispositions spéciales, le fait qu'un avis contenant les demandes de versements, a été mis à la poste à l'adresse des actionnaires sera une preuve suffisante de la demande de ces versements.

Il s'agit d'une poursuite intentée par les demandeurs Ross, Fish et Dumesnil, en leur qualité de syndics-conjoints de la Compagnie dite "The Canada Agricultural Insurance Company" contre Jonathan Converse, pour les 4ième et 5ième versements sur cinq parts ou actions dans les fonds de cette Compagnie, faisant une somme de $100.

Les appelants allèguent qu'ils ont été nommés syndics-conjoints en vertu de l'Acte du Canada 41 Victoria, chap. 38, et que comme tels ils sont en possession des biens de la dite Compagnie afin d'en liquider les affaires.

L'action a été renvoyée par la Cour de Circuit siégeant à Sherbrooke, le 31 octobre 1881, sur le principe que les demandeurs n'avaient pas qualité suffisante ou *locus standi* pour intenter de semblables poursuites en vertu de l'Acte du Parlement précité.

La Cour d'Appel a infirmé ce jugement et condamné le défendeur Converse à payer la somme demandée.

TESSIER, J. En lisant le préambule du Statut en question et les sections qui suivent, il est facile de conclure que le Parlement a nommé ces syndics officiels conjointement avec les pouvoirs de poursuivre dans l'intérêt des créanciers et de ceux des actionnaires qui ont déjà payé leurs versements pour liquider finalement les affaires de cette Compagnie.

Le préambule dit: "Considérant que les ac-
"tionnaires ont résolu qu'il est de leur intérêt
"que les affaires de la Compagnie soient
"liquidées, qu'à cette fin ils ont nommé Philip
"S. Ross et W. J. Fish, syndics et liquidateurs,
"qu'il serait opportun d'ajouter G. H. Dumes-
"nil aux dits syndics et liquidateurs.....
"qu'ils ont fait quelque progrès dans la liqui-
"dation de la Compagnie, et qu'une action
"immédiate est désirable dans l'intérêt de la
"Compagnie et de ses créanciers, il est décrété:
"Que les biens et effets de la dite Compagnie
"seront, sans qu'il soit fait aucune *cession* ou
"*rien autre chose* de sa part, confiés aux dits
"Ross, Fish et Dumesnil comme co-syndics, et
"toutes personnes y intéressées comme *action-*
"*naires, créanciers,* assurés ou autrement seront
"*dès lors à toutes fins,* dans la même position
"que si les dites parties étaient des *syndics*
"*officiels.*"

Il semble que cet acte spécial du Parlement, s'il veut dire quelque chose, constituent les demandeurs comme syndics officiels des *actionnaires* et des *créanciers.* Mais s'il y avait doute, cela disparaîtrait par le fait prouvé en cette cause que, depuis la passation de ce Statut, il y a eu une assemblée générale des créanciers, à laquelle il a été nommé des inspecteurs, mais pas d'autres syndics. En vertu de la section 79 de l'Acte de Faillite de 1875, cela les constituerait syndics définitifs.

Il a été fait une autre objection savoir: que les versements n'avaient pas été légalement appelés. Le Statut n'indique pas de mode spécifique; il suffit dans ce cas qu'il y ait une notice raisonnable aux actionnaires. Or il est

en preuve qu'une notice a été adressée par la poste aux actionnaires et au défendeur Converse en particulier, et de plus notice publique dans un journal anglais et dans un journal français un mois d'avance. Ce point a été décidé dans plusieurs causes dans lesquelles cette question avait été spécialement plaidée par exception.

Les appelants ont cité plusieurs précédents entr'autres Fisher's Harrison's Digest, (p. 7160) : "A circular sent to every shareholder in a "railway company, informing him that the "directors had resolved on making a call, "constitutes the call."

Ross v. *Franchère*, Legal News, Vol. 5, p. 23; Abbott's Digest, Vo. Corporations 36 & 37; Angell & Ames, on Corporations, p. 517.

Les demandeurs ayant donc prouvé que le défendeur est un des actionnaires, qu'il a payé au présent demandeur, les 2ième et 3ième versements, il est difficile d'en venir à une autre conclusion que celle de condamner le défendeur Converse à payer aux demandeurs es-qualités la somme demandée.

Jugement infirmé.

Camirand & Hurd, pour l'appelant.
A. W. Atwater, conseil.
G. O. Doak, pour l'intimé.
D. Macmaster, C.R., conseil.

COURT OF REVIEW.

MONTREAL, February 21, 1883.

SICOTTE, J., TORRANCE, J., MATHIEU, J.

PENNY et al. es qual. v. THE MONTREAL HERALD PRINTING AND PUBLISHING CO. et al.

Procedure — Review — Suit between Lessor and Lessee.

Where there is an inscription in Review of a judgment rendered in a suit between lessor and lessee, the opposite party is entitled, under the C.C.P. 500, to a delay of eight days from date of inscription, before he can be compelled to argue the case.

This was an action against a tenant and a sub-tenant under the law governing procedure between landlord and tenant. The judgment went against the defendants on the 13th February, 1883, and the sub-tenant inscribed in review on the 19th February, 1883.

Branchaud, for plaintiff, applied to have the case heard as a privileged case without delay, citing C.C.P. 894.

Tait, Q.C., for the sub-tenant, Moses Cochenthaler, cited C.C.P. 500 as giving him eight days at least, after the inscription before he could be compelled to argue the case.

After conference among several of the judges at Montreal, the pretension of the defendant, Cochenthaler, was sustained, and the Court refused to hear the case within the eight days.

Judah & Branchaud for plaintiffs.
Abbott, Tait & Abbotts for defendants.

COURT OF REVIEW.

MONTREAL, November 30, 1882.

TORRANCE, J., JETTE, J., BUCHANAN, J.

SAUNDERS v. HERSE.

Peremption.

The omission of a letter in the name of plaintiff, in the Prothonotary's certificate of last proceeding, cannot be set up as a bar to peremption where three years have elapsed from last proceeding. The Court may order that the certificate be amended before adjudicating upon the application for peremption.

This was an action taken upon a promissory note, and upon the 17th September, 1879, an entry was made in the *plumitif*: "plaintiff in-"scribes at *enquête* the first October next."

On the 3rd October, 1882, the defendant served the plaintiff with notice of application for peremption, and produced in support the prothonotary's certificate of last proceedings, showing that no proceedings had been taken since the plaintiff's inscription of 17th September, 1879.

The plaintiff contested this application on the ground that the certificate of last proceedings was irregular; that the name of the plaintiff, as given in the certificate of the prothonotary, was *Alexander Saunder*, whereas his correct name was *Alexander Saunders*, the final *s* having been omitted in the certificate; that the omission of a letter in the name of plaintiff was a fatal variance. The plaintiff cited the decision of Torrance, J., in the case of *Burland Desbarats Lithographic Co.* v. *Bemister*, 4 Legal News, p. 101.

Judgment was rendered by RAINVILLE, J., granting the application for peremption, and ordering the prothonotary to amend the name of the plaintiff incorrectly written in the certificate of last proceedings.

The Court of Review unanimously confirmed this judgment.

Dunlop & Lyman for plaintiff.
A. Dalbec for defendant.

CONNECTING CARRIERS AND THEIR LIABILITY.

SUPREME COURT OF THE UNITED STATES,

JANUARY 8, 1883.

MICHIGAN CENTRAL RAILROAD CO. v. MYRICK.

The general doctrine as to transportation by connecting lines of carriers is this: That each carrier confining itself to its common law liability is only bound in the absence of a special contract to safely carry over its own route and safely deliver to the next connecting carrier.

Any carrier may agree that over the whole route its liability shall extend, but in the absence of a special agreement to that effect such liability will not attach, and the agreement will not be inferred from doubtful expressions or loose language, but only from clear and satisfactory evidence.

In error to the Circuit Court of the United States for the Northern District of Illinois.

This is an action for breach of two alleged contracts of the Michigan Central Railroad Company with the plaintiff, Paris Myrick, each to carry for him two hundred and two head of cattle from Chicago to Philadelphia, and there to deliver them to his order. It arises out of these facts: Myrick was in 1877 engaged, at Chicago, in the business of buying cattle, sometimes on his own account and sometimes for others, and forwarding them by railway to Philadelphia. The company is a corporation created by the State of Michigan, and its line extends from Chicago to Detroit, where it connects with the Great Western Railroad, which by its connections leads to Philadelphia.

In November, 1877, Myrick purchased two lots of cattle, each consisting of two hundred and two head, and shipped them over the road of the company. One of the purchases and shipments was made on the 7th and the other on the 14th of the month. It will suffice to give the particulars of the first of these transactions, as they were identical in all respects, except in the amount of the draft negotiated and the weight of the cattle.

On the shipment of the cattle Myrick took from the company a receipt, as follows:

"MICHIGAN CENTRAL RAILROAD COMPANY.

"CHICAGO STATION, *Nov.* 7, 1877.

"Received from Paris Myrick, in apparent good order, consigned order Paris Myrick (notify J. & W. Blaker, Philadelphia, Pa.):

Articles.	Weight or measure.
Two hundred and two (202) cattle....	240,000

"Advance charges $12.00. Marked and described as above (contents and value otherwise unknown) for transportation by the Michigan Central Railroad Company, to the Warehouse at

"WM. GEAGAN, *Agent.*

On the margin of the receipt was the following:

"This company will not hold itself responsible for the accuracy of these weights, as between buyer and seller, the approximate weight having been ascertained by track-scales, which is sufficiently accurate for freighting purposes, but may not be strictly correct as between buyer and seller. This receipt can be exchanged for a through bill of lading.

"NOTICE.—See rules of transportation on the back hereof. Use separate receipts for each consignment."

On the back of the receipt the rules were printed, one of which, the eleventh, was as follows:

"Goods or property consigned to any place off the company's line of road, or to any point or place beyond the termini, will be sent forward by a carrier or freightman, when there are such, in the usual manner, the company acting, for the purpose of delivery to such carrier, as the agent of the consignor or consignee, and not as carrier. The company will not be liable or responsible for any loss, damage or injury to the property after the same shall have been sent from any warehouse or station of the Company."

On the day this receipt was obtained, Myrick drew and delivered to the Commercial National Bank, at Chicago, a draft, of which the following is a copy:

"$12,287.57.] CHICAGO, *Nov.* 7, 1877.

"Pay to the order of Geo. L. Otis, cashier, $12,287.57, value received, and charge the same to account of

PARIS MYRICK.

"To J. & W. BLAKER, *Newtown, Pa.*"

As security for its payment Myrick endorsed the receipt obtained from the railroad company and delivered it, with the draft, to the bank, which thereupon gave him the money for it.

The cattle were carried on the road of the Michigan Central to Detroit, and thence over the road of the Great Western Railroad Company to Buffalo, and thence over the roads of other companies to Philadelphia, the last of which was the road of the North Pennsylvania Railroad Company. They arrived in Philadelphia in about four days after their shipment, where, according to the uniform custom in the course of business in the railroad company, they were turned over to the Drove-Yard which was formed for the purpose of receiving cattle arriving there, taking care of them, and delivering them to their owners or consignees. This company notified the Blakers of the arrival of the cattle, and delivered them to those parties without the production of the carrier's receipt transferred by Myrick to the Commercial National Bank. The Blakers paid the expense of the transportation, took possession of the cattle, sold them, and appropriated the proceeds. The lot shipped on the 14th of November were delivered in like manner to the Blakers by the Drove-Yard Company without the production of the carrier's receipt, given to the bank, and were in like manner disposed of. Soon afterwards the Blakers failed, and the two drafts on them, one made on the shipment of Nov. 7, and the other on the shipment of November 14, were not paid. Hence the present action for the value of the cattle thus lost to the bank, Myrick suing for its use.

It appeared on the trial that Myrick had made previous shipments of cattle from Chicago to Philadelphia and taken similar receipts from the Michigan Central Railroad Company; but the cattle shipped had always been delivered by the Pennsylvania Company, at Philadelphia, to the Drove-Yard Company there, and by that Company delivered to the Blakers without the production of the carrier's receipt or any bill of lading; that the Blakers were dealers in cattle and had particular pens in the yards assigned to them; that the cattle of the shipments of Nov. 7 and November 14 were, on their arrival, placed by the superintendent of the drove-yards in those pens, and were sold by the Blakers on the following day, and that the carrier's receipt was not called for either by the railroad or the stock-yard company. It also appeared on the trial that Myrick bought the cattle for the Blakers, and that a person employed by them accompanied the cattle from Chicago until their delivery at the drove-yard at Philadelphia; that the through rate from Chicago to Philadelphia on the cattle was fifty-eight cents per hundred; that notice of this rate was posted in the station of the defendant company at Chicago, and that it was not the custom of the railroad company at Philadelphia to look to the consignee for freight, but to collect it from the Drove-Yard Company.

The court was requested to give to the jury various instructions, one of which, though presented under many forms, amounts substantially to this, that as the road of the Michigan Central Railroad Company terminates at Detroit, the company was not bound, in the absence of special contract, to transport the cattle beyond such termination, and that the receipt of freight for a point beyond and an agreement for a through fare did not of themselves establish such a contract.

The court refused to give this instruction, or any embodying the principle which it expresses. On the contrary, it instructed the jury that the receipt, termed bill of lading, under the circumstances in which it was made, was a through contract whereby the defendant agreed to transport the cattle named in it from Chicago to Philadelphia, and there deliver them to the order of Paris Myrick, and to notify the Blakers of their arrival; that this was the undertaking on the part of the defendant company with the plaintiff Myrick, and with any assignee or holder of the contract. The facts attending the transaction not being disputed, there could be only one result from this instruction—a recovery by the plaintiff. From the judgment entered thereon the case is brought to this court for review.

FIELD, J. (after stating the case).—The principal question presented by the instruction requested by the defendant has been elaborately considered and adjudged by this court. It is only necessary therefore to state the conclusion reached.

A railroad company is a carrier of goods for the public, and as such is bound to carry safely whatever goods are intrusted to it for transportation, within the course of its business, to the end of its route, and there deposit them in a suitable place for their owners or consignees. If the road of the company connects with other roads, and goods are received for transportation

beyond the termination of its own line, there is superadded to its duty as a common carrier that of a forwarder by the connecting line, that is, to deliver safely the goods to such line—the next carrier on the route beyond. This forwarding duty arises from the obligation implied in taking the goods for the point beyond its own line. The common law imposes no greater duty than this. If more is expected from the company receiving the shipment, there must be a special agreement for it. This is the doctrine of this court, although a different rule of liability is adopted in England and in some of the States. As was said in *Railroad Co.* v. *Manufacturing Co.*, "it is unfortunate for the interests of commerce that there is any diversity of opinion on such a subject, especially in this country, but the rule that holds the carrier only liable to the extent of his own route, and for the safe storage and delivery to the next carrier, is in itself so just and reasonable that we do not hesitate to give it our sanction." 16 Wall. 324.

This doctrine was approved in the subsequent case of *Pratt* v. *Railroad Co.*, 22 Wall. 123, although the contract there was to carry through the whole route. Such a contract may, of course, be made with any one of different connecting lines. There is no objection in law to a contract of the kind, with its attendant liabilities. See also *Insurance Co.* v. *Railroad Co.*, 104 U. S. 157.

The general doctrine then as to the transportation by connecting lines, approved by this court, and also by a majority of the State courts, amounts to this, that each road, confining itself to its common-law liability, is only bound, in the absence of a special contract, to safely carry over its own route and safely to deliver to the next connecting carrier, but that any one of the companies may agree that over the whole route its liability shall extend. In the absence of a special agreement to that effect, such liability will not attach, and the agreement will not be inferred from doubtful expressions or loose language, but only from clear and satisfactory evidence. Although a railroad company is not a common carrier of live animals in the same sense that it is a carrier of goods, its responsibilities being in many respects different, yet when it undertakes generally to carry such freight it assumes, under similar conditions, the same obligations, so far as the route is concerned over which the freight is to be carried.

In the present case the court below held that by its receipt, construed in the light of the circumstances under which it was given, the Michigan Central Railroad Company assumed the responsibility of transporting the cattle over the whole route from Chicago to Philadelphia. It did not submit the receipt with evidence of attendant circumstances to the jury to determine whether such a through contract was made. It ruled that the receipt itself constituted such a contract. In this respect it erred. The receipt does not, on its face, import any bargain to carry the freight through. It does not say that the freight is to be transported to Philadelphia or that it was received for transportation there. It only says that it is *consigned* to the order of Paris Myrick, and that the Blakers at Philadelphia are to be notified. And after the description of the property, it adds: "Marked and described as above (contents and value otherwise unknown) for transportation by the Michigan Central Railroad Company to the warehouse at———," leaving the place blank. This blank may have been intended for the insertion of some place on the road of the company, or at its termination. It cannot be assumed by the court, in the absence of evidence on the point, that it was intended for the place of the final destination of the cattle. On the margin of the receipt is the following: "NOTICE—See rules of transportation on the back hereof." And among the rules is one declaring that goods consigned to any place off the company's line, or beyond it, would be sent forward by carrier or freightman, when there are such, in the usual manner, the company acting for that purpose as the agent of the consignor or consignee and not as carrier; and that the company would not be responsible for any loss, damage, or injury to the property after the same shall have been sent from its warehouse or station. Though this rule, brought to the knowledge of the shipper, might not limit the liability imposed by a specific through contract, yet it would tend to rebut any inference of such a contract from the receipt of goods marked for a place beyond the road of the company.

The doctrine invoked by the plaintiff's counsel against the limitation by contract of the common law responsibility of carriers has no application. There is, as already stated, no common-law responsibility devolving upon any carrier to transport goods over other than its own lines, and the laws of Illinois restricting the right to limit such responsibility do not therefore touch the case. Nor was the common-law liability of the defendant corporation enlarged by the fact that a notice of the charges for through transportation was posted in the defendant's station-house at Chicago. Such notices are usually found in stations on lines

which connect with other lines, and they furnish important information to shippers, who naturally desire to know what the charges are for through freight as well as for those over a single line. It would be unfortunate if this information could not be given by a public notice in the station of a company without subjecting that company, if freight is taken by it, to responsibility for the manner in which it is carried on intermediate and connecting lines to the end of the route.

Nor was the liability of the company affected by the fact that the notice on the margin of the receipt stated that the ticket given might be "exchanged for a through bill of lading." It would seem to indicate that the receipt was not deemed of itself to constitute a through contract. The through bill of lading may also have contained a limitation as to the extent of the route over which the company would undertake to carry the cattle. Besides, if weight is to be given to this notice as characterizing the contract made, it must be taken with the rule to which it also calls attention, that the company assumed responsibility only for transportation over its own line.

It follows from the views expressed that the court below erred in its charge that the ticket or bill of lading was a through contract, whereby the defendant company agreed to transfer the cattle to Philadelphia, and safely deliver them there to the order of Myrick.

Our attention has been called to some decisions of the Supreme Court of Illinois, which would seem to hold that a railroad company which receives goods to carry, marked for a particular destination, though beyond its own line is *prima facie* bound to carry them to that place and deliver them there; and that an agreement to that effect is implied by the reception of goods thus marked. *Illinois Central Railroad Co.* v. *Frankenberg*, 54 Ill., 88; *Illinois Central Railroad Co.* v. *Johnson*, 34 id., 389.)

Assuming that such is the purport of the decisions, they are not binding upon us. What constitutes a contract of carriage is not a question of local law, upon which the decision of a State court must control. It is a matter of general law, upon which this court will exercise its own judgment. *Chicago City* v. *Robbins*, 2 Black. 429; *Railroad Co.* v. *National Bank*, 102 U. S. 14, and *Hough* v. *Railway Co.*, 100 id. 213.

If the doctrine of the Supreme Court of Illinois, as to what constitutes a contract of carriage over connecting lines of roads, is sound, it ought to govern, not only in Illinois, but in other States; and yet the tribunals of other States, and a majority of them, hold the reverse of the Illinois court, and coincide with the views of this court. Such is the case in Massachusetts. *Nutting* v. *Railroad Co.*, 1 Gray, 502; *Burroughs* v. *Railroad Co.*, 100 Mass. 26. If we are to follow on this subject the ruling of the State courts, we should be obliged to give a different interpretation to the same act—the reception of goods marked for a place beyond the road of the company—in different States, holding it to imply one thing in Illinois and another in Massachusetts.

The judgment must be reversed, and the case remanded for a new trial; and it is so ordered.

L'ABUS DES TITRES.

Il nous est venu souvent à l'idée d'exprimer notre opinion sur l'abus que l'on fait, dans notre pays, des titres de Chevalier et de Commandeur, appliqués à ceux qui ont été décorés d'un ordre quelconque.

La chose est opposée à tous les usages. Sur le continent européen, où tout le monde a plus ou moins l'ambition de porter une décoration quelconque, et même dans les pays où ceux qui ne sont pas décorés forment la minorité, on n'insiste pas à jeter à chaque instant les titres à la tête des gens.

Ici on a pris cette habitude à une époque où les décorations étaient très rares; il y avait au moins une excuse ou un prétexte. Maintenant que le nombre des personnages décorés atteint le chiffre de cinquante ou soixante, l'emploi de ces dénominations devient monotone d'abord, pour ceux qui sont ainsi bombardés à chaque instant de leur titre et de leur grade; et très difficile, parcequ'il serait important de ne pas se tromper.

Voit-on d'ici les électeurs allant voter pour monsieur le chevalier Beaudry; ou demandant des renseignements commerciaux à monsieur le Chevalier Cramp; ou exigeant de monsieur le Chevalier Keefer qu'il refasse son travail sur l'aqueduc de Toronto; ou que monsieur le Commandeur Coursol insiste pour une nouvelle nomination à la douane, et sur l'existence à perpétuité de la Commission Royale sur les Ecoles de Montréal?

Notre bon ami M. Drolet nous a épargné une bonne part de travail en nous adressant une note à ce sujet; il n'avait pas l'intention, probablement, de la rendre publique, mais nous profitons de son absence de la ville pour commettre cette indiscrétion:

Mon cher Rédacteur,

Dis donc, une fois pour toutes, à tes lecteurs et à tes confrères, avec prière de reproduire, qu'il est de très mauvais goût, (pour ne pas dire flagorneur) d'appeler les décorés, comme on le fait tous les jours, "Monsieur le chevalier N..."

Demande leur donc comment on appellerait alors les grands officiers et les grand'croix?

On dit "Monsieur N..., chevalier de la Légion d'honneur," si on tient à lui rappeler à tout propos, qu'il "porte sa croix" dans ce monde, mais jamais "Monsieur le chevalier."

Autrefois, on armait chevalier celui que le souverain anoblissait, et les cadets de famille prenaient le titre de "chevalier N...," mais il y a une nuance entre ce titre de noblesse et les différents grades des ordres de chevalerie modernes.

On m'a tellement donné du "Chevalier," que j'en suis placé dans une impasse très difficile: ou croire que c'est vrai, ce qui blesserait ma modestie; ou dire que les autres commettent une bévue, ce qui est toujours désagréable.

A toi,

La Minerve, Fev. 24. G. A. DROLET.