The Legal News.

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The present Supreme Court of Tennessee have beaten the record for rapid adjudications. It appears that the roll of the Court was greatly obstructed by a long list of causes, and the result of popular feeling was the election of a bench pledged to clear the docket. In two years, it is said, the new judges have decided over two thousand cases. They achieved this gigantic labour by limiting argument to fifteen minutes, by writing opinions only on questions of special importance, and by disposing *instanter* of a great many cases. Doubtless, a good deal of bad law and inaccurate appreciation of facts is inseparable from this rough and ready system, but the suitors who come after, and find the door to justice unobstructed, will reap some benefit from it.

The candidates for the presidency and vice-presidency are all lawyers, with one exception. Mr. Cleveland practised in Buffalo, but was not specially distinguished. Mr. Thurman, who is on the ticket with him, held a higher place at the bar, and was for four years a justice of the Supreme Court of Ohio. Mr. Harrison, the Republican candidate for the presidency, is a veteran practitioner, and was at one time reporter to the Supreme Court of Indiana. His associate on the ticket, Mr. Morton, is a banker in New York.

An anecdote, related by the *Buffalo Express*, of Cleveland when he was practising law in that city, will be appreciated by a good many of his professional brethren. Among the friends of the present occupant of the White House was a bright fellow, but with the bump of laziness abnormally developed. He was not a well-read lawyer, and whenever it was necessary for him to use a decision bearing on any point it was his habit to lounge into Cleveland's office and casually worm the desired information out of his friend's mental storehouse. The latter was not so dull as not to appreciate the fact and to resent the sponging—not so much because the process was worthy of that name as because he wished to spur his friend on to more energetic work. One day the friend came in on his usual errand, and when Cleveland had heard the preliminaries usual to the pumping process, the latter told his questioner that he had given him all the information on law matters that he was going to impart. "There are my books," said Cleveland, "and you're quite welcome to use them. You can read up your own cases." "See here, Grover Cleveland," said the friend, "I want you to understand that I don't *read* law. I practice entirely by ear, and you and your books can go to thunder."

President Cleveland, in his letter of acceptance, depicts in very forcible terms the dangers of the enormous surplus which has accumulated in the treasury. An infinitesimal fraction of this troublesome surplus might be usefully and honorably employed in increasing the salaries of some of the underpaid judges of the great republic, beginning with the Supreme Court.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

London, July 26, 1888.

Present:—The Earl of Selborne, Lord Watson, Lord Hobhouse, Sir Barnes Peacock.

Allan et al. (defendants), Appellants, and Pratt (plaintiff), Respondent.

Appeal to Privy Council—C. C. P. Art. 1178 *—Jurisdiction—How determined as to Amount.*

Held:—*That in determining whether an appeal lies to Her Majesty in Her Privy Council from a judgment of the Court of Queen's Bench, the judgment is to be looked at as it affects the interests of the party who is prejudiced by it, and who seeks to relieve himself from it by appeal; and so, where the appeal was by the defendant from a judgment condemning him to pay* $1,100 *damages, it was held that the appeal was incompetent, though the amount demanded*

by the action exceeded five hundred pounds sterling.

(The judgment appealed from is reported in M. L. R., 3 Q. B. 7.)

THE EARL OF SELBORNE:—Their Lordships are of opinion that the appeal is incompetent. The proper measure of value for determining the question of the right of appeal is, in their judgment, the amount which has been recovered by the plaintiff in the action and against which the appeal could be brought. Their Lordships, even if they were not bound by it, would agree in principle with the rule laid down in the judgment of this tribunal delivered by Lord Chelmsford in the case of *Macfarlane* v. *Leclaire* (15 Moore, P.C.C. 181), that is, that the judgment is to be looked at as it affects the interests of the party who is prejudiced by it, and who seeks to relieve himself from it by appeal. If there is to be a limit of value at all, that seems evidently the right principle on which to measure it. The person against whom the judgment is passed, has either lost what he demanded as plaintiff or has been adjudged to pay something or to do something as defendant. It may be that the value to the defendant of an adverse judgment is greater than the value laid by the plaintiff in his claim. If so, which was the case in *Macfarlane* v. *Leclaire*, it would be very unjust that he should be bound, not by the value to himself but by the value originally assigned to the subject matter of the action by his opponent. The present is the converse case. A man makes a claim for much larger damages than he is likely to recover. The injury to the defendant, if he is wrongly adjudged to pay damages, is measured by the amount of damages which he is adjudged to pay. That is not in the least enhanced to him by the fact that some greater sum had been claimed on the other side.

Therefore in principle their Lordships think the case is governed by *Macfarlane* v. *Leclaire* upon the question of value, and they do not think it is at all affected by the circumstance that the Court below did not give effect to that objection, but gave leave to appeal. It has been decided in former cases that leave so given does not make the thing right, if it ought not to have been done.

Then it is submitted by the learned counsel that their Lordships ought to give an opportunity for an application to be made for special leave to appeal, on the ground that not only questions of fact but also, as bearing on those facts, questions of law, and particularly a question of law which may be important, upon article 1054 of the Civil Code, are involved in the case. Of course their Lordships will not at present go into the merits of the case at all, and they will assume that there may be such a question and that it may be important; but the present question is, whether, this appeal being incompetent, they ought to give, under the circumstances of the case, an opportunity of asking for special leave to appeal. No doubt there may be cases in which the importance of the general question of law involved may induce their Lordships to give leave to appeal, though the value of the matter in dispute is not sufficient; but their Lordships must be governed in the exercise of that discretion by a consideration of all the circumstances of each particular case. In this case they see, from the manner in which it comes before them, that this general question of law, if allowed to be argued on appeal, would be argued at the expense, if he did appear and go to any expense, of a man evidently too poor to undertake it. And, secondly, they see that there would be no probability whatever, if they permitted such an appeal, of their Lordships having the assistance which they must necessarily desire, whenever an important question as to the construction of an article of the Civil Code, having so large a bearing as this is suggested to have, may require to be considered and determined by them. If in any future case a similar question should arise, and should be competently brought before their Lordships, no doubt it will be decided upon its merits and not held to be finally concluded by the judgment given in this particular action. Their Lordships do not think it would be at all a satisfactory thing to allow an appeal not otherwise competent for the sake of raising in those circumstances and in that manner a question of the im-

portance which this question is said to have. Therefore the appeal will be dismissed, but, as nobody has appeared to oppose it, there will be no costs.

COUR DE CIRCUIT.

13 juin 1888.

Coram LORANGER, J.

DESJARDINS v. HOTTE.

Propriétaire riverain—Grève—Propriété—Gravier.

JUGÉ:—*Qu'un propriétaire riverain dont la terre se prolonge jusqu'à une rivière navigable et flottable, n'a aucune réclamation contre une personne qui enlève du gravier et fait des excavations sur la grève en face de son terrain entre l'eau basse et la ligne des inondations.*

Le demandeur allègue qu'il est propriétaire d'une terre qui s'étend jusqu'à la rivière d'Ottawa près de Ste. Rose; que le défendeur contre sa volonté aurait enlevé du gravier sur sa propriété à l'extrémité touchant à la rivière et y aurait fait des trous considérables, ce qui lui aurait causé des dommages au montant de $40.00.

Le défendeur plaida en niant avoir rien enlevé sur la propriété du demandeur, mais admettant avoir pris du gravier sur la grève en face de la dite propriété, le défendeur alléguant que cette grève était la propriété publique, la dite rivière d'Ottawa étant flottable et navigable.

La Cour a maintenu la prétention du défendeur. Les grèves sur les bords des rivières flottables et navigables, c'est-à-dire les relais que forme l'eau courante lorsqu'elle se retire ou proprement dit le lit des rivières forment partie du domaine public.

Action déboutée avec dépens.

J. A. Larivière, avocat du demandeur.

Robidoux, Fortin & Rocher, avocats du défendeur.

(J. J. B.)

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*SUPERIOR COURT—MONTREAL.**

Description—Dommages—Exception à la forme.

JUGÉ:—Que dans une action par une veuve pour dommages soufferts par la mort de son mari, à l'emploi du défendeur, il n'est pas nécessaire qu'elle indique la date et l'endroit de son mariage; il suffit qu'elle se décrive comme veuve de son dit époux.—*McMahon* v. *Ives*, Gill, J., 20 juin 1888.

* To appear in Montreal Law Reports, 4 S. C.

Cité de Montréal—Feux d'artifice—Accidents—Dommage—Responsabilité.

JUGÉ:—Qu'à l'occasion de fêtes ou réjouissances publiques, lorsque la cité de Montréeal permet, dans les endroits publics, les feux d'artifice, elle est responsable des accidents qu'ils peuvent occasionner, même dans le cas où ces feux d'artifices sont sous le contrôle d'organisateurs particuliers.—*Forget* v. *La cité de Montréal*, Loranger, J., 30 mai 1888.

Entrepreneur—Architecte—Réception des travaux—Suspension de la réception—Joints—Dommages—Retenue.

JUGÉ:—1o. Que lorsqu'un entrepreneur s'oblige de terminer et livrer une bâtisse au milieu de la saison d'été, et que, sans la faute du propriétaire, il ne la livre qu'au mois de novembre, le propriétaire, sur l'ordre de l'architecte qui déclare ne pouvoir recevoir cet ouvrage vu la saison avancée, a droit de retenir entre ses mains une somme suffisante comme garantie jusqu'au printemps suivant, alors que l'architecte pourra recevoir l'ouvrage;

2o. Que sous les circonstances ci-dessus relatées, si au printemps l'ouvrage a besoin de réparations avant d'être accepté, le propriétaire, après avoir mis les entrepreneurs en demeure, pourra faire faire ces réparations et les déduire du montant qu'il a gardé comme garantie.—*Boismenu et al.* v. *Les curé et marguilliers de l'Œuvre et Fabrique de la paroisse de Ste-Cunégonde*, Jetté, J., 30 Juin, 1888.

Railway Act—Appointment of arbitrator—Authority of Court.

HELD:—1. That under the Railway Act, a judge of the Superior Court has no power to appoint an arbitrator for either of the parties or to replace an arbitrator who has resigned;

2. That, following article 1348, C. C. P., a submission to arbitration becomes inoperative upon the resignation of one of the arbitrators named by either of the parties, if no

provision is made in the submission for the replacement of such arbitrator.—*Ontario & Quebec Ry. Co. & Latour et al.*, Jetté, J., July 10, 1888.

Péremption d'instance—Interruption—Pourparlers d'arrangement—Entente entre procureurs ad litem.

JUGÉ:—Que lorsqu'il y a dans une cause des propositions d'arrangement, des pourparlers entre les procureurs à la fin, que vu l'identité de la cause avec une autre, la preuve dans une servirait dans l'autre, ou que la décision d'une cause déciderait de l'autre, il y a suspension et interruption de la péremption.—*Ouellet* v. *La Cie. du Chemin de Fer du Pacifique*, Gill, J., 13 juin 1888.

Responsabilité—Occupant—Auvent—Propriétaire.

JUGÉ:—Que l'occupant qui place un auvent sur le devant du magasin qu'il occupe est responsable de sa chute et des dommages qu'elle occasionne aux passants, quand même cet occupant ne serait pas propriétaire de la maison.—*Brisson* v. *Renaud*, Davidson, J., 5 juin 1888.

Vente—Conditions—Répétition—Prescription—C. C. Art. 2261.

JUGÉ:—Que la prescription de deux ans pour délit (C. C. art. 2261) ne s'applique pas à une action en recouvrement d'une certaine somme payée sous certaines conditions et que le déposant répète lorsque ces conditions n'ont pas été remplies.—*Jones* v. *Moodie*, Jetté J., 17 sept. 1886.

Lois des douanes—Prescription—Dommages—46 Vict., chap. 12 (1883).

JUGÉ:—Que la prescription de trois mois établie par le statut 46 Vict. ch. 12 (1883) contenant la loi sur les douanes à l'encontre des actions intentées contre tout officier des douanes pour ce qu'ils auront fait dans l'exercice de leurs devoirs, ne s'applique qu'aux actions en dommages.—*Lanctot* v. *Ryan*, Gill, J., 31 mars 1888.

Saisie-arrêt—Exécution—Paiement après saisie.

JUGE:—Qu'un tiers qui a reçu signification d'une saisie-arrêt et qui subséquemment paie ce qu'il doit au défendeur, même en payant à l'huissier porteur d'un bref d'execution et sous la menace de la saisie de ses biens par le défendeur, doit être condamné à payer de nouveau la même dette au demandeur saisissant par la saisie-arrêt.—*Lalonde* v. *Archambault, & La Cie. du grand Télégraphe du nord-ouest du Canada*, T. S., Tellier, J., 28 avril 1888.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Partnership—Misappropriation by partner of other moneys to use of firm—Liability of firm—Limited partnership—Arts. 1875, 1877, 1880 C. C.—Registration—Special Partner.

HELD:—Where one of the partners in a firm misappropriated moneys belonging to a certain building society, of which he was the secretary-treasurer, and applied them to the uses of his firm, entering them in the books as "loans"—not from himself, but from others, that these moneys, although obtained by him tortiously without the privity of his co-partners, having gone into the business of the firm, the members of the firm were jointly and severally responsible to the original owners for the amount thereof, to the same extent as if the loan had been made legitimately.

2. Where the $15,000 capital, originally put into a firm by a special partner had become impaired, and was reduced to less than $9,000 at the time a new firm was formed, that the declaration then made, that the capital put in by the special partner was $15,000, was a false statement within the meaning of Art. 1877, C. C., and entailed upon the special partner the liability of an ordinary partner.

3. That the omission to use the name of one or more of the general partners in the partnership name makes a special partner liable as a general partner, under Art. 1880, C. C.—*Commercial Mutual Building Society & Sutherland*, Dorion, Ch. J., Tessier, Cross, Baby, JJ., April 7, 1888.

* To appear in Montreal Law Reports, 4 Q.B.

RECENT U.S. DECISIONS.

Reward—Capture of one prisoner—Recovery pro tanto.

An offer of reward made for the capture of two persons is not so acted upon by the capture of one as to entitle the captor to recover *pro tanto* upon the offer. It is urged that the proclamation offering the reward for the arrest of the two persons, if acted upon in the arrest of one, would constitute a contract that might be apportioned, and the plaintiffs under it entitled to one-half of the reward offered for the arrest of both on the arrest of one of the persons for whom the reward was offered, and so, independent of any declaration or agreement to that effect, claimed to have been made after the arrest. The promise is to pay so much money for the arrest of the two persons. This is an entire proposition, which when acted upon by any person, would constitute a contract single in its nature, and not subject to apportionment under rules recognized wherever the common law is in force. No facts are stated, such as that the plaintiffs were prevented from arresting both the persons for whom a reward was offered, by the fault or fraud of the defendant, from which the law would raise a new contract, and give a remedy on a *quantum meruit*. It would be but the ordinary case of a partial performance of an entire contract if it appeared that the act done by the plaintiffs was performed with a knowledge that the reward had been offered, which does not appear to have been true in this case. It does not become necessary to determine whether one, who without knowledge that a reward has been offered for a named person, arrests such person, is entitled to the reward. As to this there is some conflict of authority. Nor does it become necessary to determine whether the fact that the plaintiffs were peace officers would defeat their right to recover their reward if they were otherwise shown to be entitled to it. Texas Supreme Court, Nov. 11, 1887. *Blain* v. *Express Co.*

THE VALUE OF WOMEN.

Women, whether taken piecemeal or in the whole, whether young or old, are and have long been of uncertain value, and the source to those interested in them of revenue of variable amounts. Slavery is a dead issue, so we are not alluding to the value of the gentler sex in that state, nor, indeed, to their indirect value in a state of matrimony or maternity. In England, early in this enlightened century, a man sold his wife, a child, and some furniture, for eleven shillings sterling; in the same year a butcher sold his spouse by auction, on a market day in Hereford, for one pound four and a bowl of punch; while a few years later, another wife was disposed of, at the market-cross at Knaresborough, for sixpence and a quid of tobacco. (*Morning Herald*, March 11, 1802, and April 16, 1802; *Morning Post*, October 10, 1807.) And, as we understand it, the records of Arapahoe County, Col., show that in May, 1882, in consideration of $75, "and the further valuation of one yellow dog," John Howard sold, devised and quitted claim unto John Doe all his right, title and interest to and in his wife, Rebecca Howard, together with all and singular the improvements and hereditaments therein and thereon.

But nowadays it is not necessary to sell one's life's partner, or infant prodigy, to make money; to speak figuratively, to do so is to kill the goose that lays the golden eggs; all that is requisite now is to arrange matters so that the wife or bairn tumbles in the street, or is injured by a railway train, or hit, or hurt, by some one who has means at his command. We wish to consider what money may be made by the fair sex, not by preaching nor practising, not by selling nor teaching, not by telephoning nor caligraphing, but by what will occur in the best regulated families, namely, accidents and negligences.

Touching a woman's face against her will is an expensive luxury. Miss Cracker was awarded by the Wisconsin courts $1,000, against the Chicago and Northwestern Railroad Company, because a conductor had presumed so to misconduct himself as to salute her on her cheeks (36 Wis. 657). There is no record of any man being given damages against a woman for such an assault; and yet those who delve into statistics say, that as many men are kissed by women as there are women kissed by men. It might be

advisable for railway companies to employ all their homely conductors on their freight trains, giving their handsome ones the run of their passenger coaches; for the kiss of an Adonis, for the nervous shock produced by the contact of his cupid-shaped lips, or the sweet titillations caused by his neatly curled mustachios, could not be such an aggravated assault as the rough kiss of one *monstrum, horrendum, informe.*

The habit of expectorating in every direction is a vile one, and may become an expensive one; we would that it always was punished with many fines and penalties. Cuspidors may be costly, but it is sometimes cheaper to use them. A man, or at least a curiously forked radish with bandy legs, and a mind as crooked and ugly as his legs, used a lady's face for a spittoon upon one occasion, and for that insulting act he had to pay $1,200, the jury awarding that sum and the judges thinking it not unreasonable; and so say we. This was in Wisconsin. In Illinois, another being, yclept a man, had had the pleasure of giving $1,000 for spitting in a gentleman's face in public. The jury showed a praiseworthy discrimination in charging more for the defilement of a lady's face than for that of a man. (61 Wis. 450; 63 Ill. 553.)

The judges of the land apparently think more highly, and are more careful of the faces of ladies than of their heads, for in Illinois it was decided that $1,700 was too much to make a man pay for hitting a woman on the cranium with a hatchet. The court tried to cover up its lack of gallantry by saying that she had been very provoking and had not been hurt much (87 Ill. 242). The woman had evidently blown up the man before his blow came down on her.

In old days, in England at all events, the money value of a pair of shoulders and back was not high, however valuable they might have been æsthetically or socially; that was Mrs. Dudley's experience. She tried to drive under an archway nine feet nine inches in height while sitting upon the top of a coach eight feet nine inches from the ground; not unnaturally there was a difficulty in her doing this the first time she attempted it, and she was permanently injured about the parts named, and for those hurts she received only one hundred pounds. (1 Camp. 167.) Each vertebra of a lady's spine is very valuable, although she has quite a number of them, and the spine as a whole—weak as it often is—has frequently been a source of great revenue, especially to those who have travelled. Mrs. Fry, a substantial British matron, jumped three feet off the top step of a railway carriage to the ground, and thereby jarred her vertebræ. The jurymen to whom she appealed ordered the railway company, because the car had not been stopped in a proper place, to pay her £500; and the judges to whom the company complained of the jury's valuation, agreed with the jurors of our Sovereign Lady the Queen, and enforced the verdict. (18 C.B.N.S. 225.) In the province of Ontario, Mrs. Elizabeth Toms got $1,000 out of a town for an injury to her spine; the first jury wanted to give her $750, the next said $2,000, but the court deemed $1,000 the correct thing. Mrs. T.'s horse had shied at some new boards on a bridge and backed up against the railing, which breaking, let her fall into the water below. In Illinois, Miss Herz was allowed to keep $7,500 as compensation for a fracture of her lowest vertebra, which produced paralysis; the accident was caused by a fall through a defect in a sidewalk. A school ma'am, Parks by name, got $8,958 for a permanent injury to her spine. And down South, a lady was allowed by the court $6,000 against a street-car company for degeneration of the spinal cord, induced by a fall, caused by the negligence of the driver, when she was alighting (37 U. C. R. 100; 87 Ill. 541; 88 Ill. 373; 35 La. Ann. 202).

Miss Sweely fell, in the town of Ottawa, because of the wretched state of a sidewalk. Her arm was so injured that the muscles gradually wasted away, until she completely lost the use of it; and the shrivelling up was accompanied by incessant pain. She sued the town, and the jury gave her $3,200, and the Court thought that none too much. And, where the arm of a juvenile, of the immature age of five, was so fractured that it was permanently disfigured, though the Court considered $6,600, the award of a New York jury, far too great, yet, the railway

company that caused the injury was ordered to pay $3,000 as compensation. A Massachusetts lady was badly used up in a railway accident; she lost one arm and the other was rendered useless; her health and memory were impaired, and she was thenceforth in constant pain. The jury who investigated her injuries, considered her form divine very valuable, and awarded her $10,000 damages. The railway company thought this sum out of all proportion to the value of other bodies and arms, and so craved from the Court a new trial, and they got it. The second jury had a still higher opinion of Mrs. Shaw, the lady in question, or, at least, of those parts of her that were injured and gone, than the first jurymen, and gave her $18,000 damages. Again the unfortunate company (which, though it had no soul to be damned, still had shareholders to damn), rushed to the Court for relief, and the judges, doubtless older men and more cognizant of the vanity and frailty of women than the jurors, orderd a new trial. Again a dozen men weighed in the balances of their minds, suspended on their oaths, the sighs and the tears, the aches and the pains, the lost bones and flesh, of the persistent but now sadly defective woman; and these good men and true said that $22,500 would be the right amount to give for compensation. The Court then gave way, declining to interfere any further, and the poor company had to submit. What these jurymen would have valued the whole of Mrs. Shaw at, when in her prime, Heaven only knows. She must have been a *rara avis*. (65 Ill. 432; 50 N. Y. Super. Ct. 220; 8 Gray, 45.)

Nurse Jones stumbled on a broken board in the sidewalk, fell and fractured her right wrist so that she could not mix up the food for her little darlings, or do her duty in a proper manner in that state of life in which she had been placed; therefore the city of Chicago had to pay her $1,000. As much as $4,700 has been allowed for the loss of a hand; but then, women's small finger-tips have eyes. (66 Ill. 349; 71 Ga. 406.) Doubtless ladies have ofttimes valued the hand of a man at a higher figure; and for broken hearts feminine, caused by vanished hands masculine, have recovered heavy sums from susceptible jurors, but this $4,700 was received by one of the fair for the loss of her own hand.

Ladies who have had their nether limbs injured have, according to the records of the courts, been rather unlucky in their actions for damages; perhaps because the style of dress in vogue among mature women hides from view these most useful appendages, thus inducing judges and jurors to consider that the kind of upright possessed and used by the females of the *genus homo* is immaterial. A dog, at a railway station, took part of the leg of Mrs. Smith between his lips and teeth and nipped it. The jury gave her a verdict of £50 against the railway company; but the Court would not let her keep even that small *solatium*, holding that the company was not guilty of negligence in allowing the canine to be on their premises (L. R., 2 C. P. 4). A Canadian woman, while walking through a town, in that season when the wind wails for the summer dead, fell and broke her leg, just above the ankle. The jury who sat on her case assessed the damages against the town at $800; but a new trial being ordered, the second jury deemed $150, besides the amount of the doctor's bill, all she was entitled to. A Massachusetts lady spiritualist, however, recovered $5,000 against a railway company that broke her leg, and the Court would not interfere to assist the company in getting the amount lessened. Perchance, this one used spirits on the jurors and thus got them high. A master in Louisiana had only to pay $1,000 for his servant's negligence in driving a wagon against a woman, fracturing her thigh, shortening one leg, and causing her to be confined motionless for six weeks. (25 C. P. Ont. 420; 27 Ib. 129; 109 Mass. 398; 36 La. Ann. 966.) And yet men's lower limbs are valued high. One man, who had his thigh broken in two places, got $7,000; another, in Kansas, got $12,000 for injuries which necessitated the amputation of his leg; while one in New York got that handsome sum for an injury which only kept him in bed six weeks, suffering great pain, and away from his business several months, and left him lame. In Iowa, the courts considered that for keeping a man of fifty-two in bed for a month and a half, and

shortening one leg only two and a half inches, $8,000 was not too much to pay; but in Illinois, $10,000 was held to be too much for shortening the leg of a man, of three score and ten years old, a couple of inches (64 Ia. 568; 33 Kan. 298; 64 Barb. N. Y. 430; 61 Ia. 452; 12 Ill. App. 561). Verily, judges and juries seem to discriminate against women on this point; perhaps it would be well for legislatures to interfere and fix the price of legs, as they used to fix the prices of wheat or scalps.

In Canada, when the population was smaller than it is now, men valued the legs of their fellow-men at a fancy figure; a bachelor got a jury to give him a verdict of nearly $25,000, for the loss of one of his, and a few other hurts. The judges, however, interfered and sent the matter back for another jury to sit upon. This was well matched in Montana, where a foot was valued by a jury at $20,750; but the Court considered that at least $10,000 too much. (5 U. C. C. P. 127; 5 Mont. 257.) In Texas, at times, children's legs are rated as children's lives are in the North. One of Simpson's bairns, aged twelve, recovered $3,500 from the Houston & Texas Railway, which had crushed her leg so that it was permanently injured; and that was exactly the same sum that a New York jury gave against the New York Central for the killing of a little damsel of thirteen summers. (60 Tex. 103; 34 Hun, N. Y. 80.)

Women who have had their time wasted through injuries that have been inflicted upon them, and have thus been prevented getting their usual earnings, while entitled to good compensation therefor, must not expect to get a fortune out of the guilty party. Mrs. Langley was laid up by an accident, and was deprived temporarily of earning $9 a week, as was her wont. Twelve jurymen, with that lavish liberality often noticeable in people who are not spending their own money, offered her as compensation $6,000 of the money of the railway company that hurt her, but the judges intervened and said that was far too large a sum. And where a railway company carried a lady of the name of Marshall beyond the station at which she wished to alight, and she had to pay $1.50 to reach her desired haven, and lost three hours of her valuable time in getting there, the judges would not let her keep the $750 which the jurors of Missouri in their ardor and gallantry gave her. Too much, the impassive judges said. Yet, in such a case, the fair claimant may, to influence the verdict of the jury, show that there was no conveyance to be had at the place where the railway left her, that she had to walk several miles, over dusty roads, spending several hours tramping through the night; that she got wet crossing a creek, was chased by dogs, and otherwise frightened, and so with heat, and wet, and fright, and fatigue, was made sick. (48 N. Y. Super. Ct. 542; 78 Mo. 610; 94 Ind. 179.

What sums sad and sorrowing survivors have received when women have been killed, is too mournful a subject to touch upon just now.—R. VASHON ROGERS in *Can. Law Journal.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, August 25.

Judicial Abandonments.

Duncan H. McLeod, trader, township of Hampden, August 9.

Andrew Mulholland, plumber, Quebec, August 23.

Curators Appointed.

Re J. E. Clement & Co.—Bilodeau & Renaud, Montreal, joint curator, August 21.

Re Grant, McConkey & Co., grocers.—J. McD. Hains, Montreal, curator, August 17.

Re Langlois & Co.—C. Desmarteau, Montreal, curator, August 21.

Re J. B. Raby.—Kent & Turcotte, Montreal, curator, August 21.

Dividends.

Re Télesphore Brassard, St. Chrysostome.—First dividend, payable Sept. 6, Bilodeau & Renaud, Montreal, curator.

Re F. Bussières, St. André Avellin.—Dividend, payable September 12, Kent & Turcotte, Montreal, joint curator.

Re Néré Desroches.—First and final dividend, payable September 12, Kent & Turcotte, Montreal, joint curator.

Re James Gannon.—First and final dividend, payable September 12, Kent & Turcotte, Montreal, joint curator.

Re Guillaume Gariépy.—Dividend 16⅔ per cent., payable September 9, H. A. A. Brault and O. Dufresne, Montreal, joint curator.

Re Joseph Guay, trader, St. Paul's Bay.—First dividend, payable September 6, H. A. Bedard, Quebec, curator.

Re David Rioux, trader, Trois-Pistoles.—Second and final dividend, payable September 6, H. A. Bedard, Quebec, curator.

Separation as to property.

Annie Kinnear vs. Andrew B. Somerville, clerk, township of Leeds, August 21.

Marie S. E. Massé vs. Joseph Pontbriand, Sorel, August 18.

Herminie Provencher vs. Ferdinand Poirier, contractor, Montreal, August 17.