The Legal News.

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THE LAW OF LIBEL.

Mr. Irvine's Bill, already adverted to, has been thrown out on a close division. In consequence of some change of system at Quebec, the press are no longer supplied with copies of bills, and of votes and proceedings, and the ordinary darkness which reigns over legislative business in this Province, has become more profound. We have not, therefore, had an opportunity of seeing the clauses of the bill, but the objection to it appears to have been the supposed encouragement it would afford to the publication of reckless statements, and wilful and malicious slanders. The majority of the House conceived that it would do more harm than good, and the bill was shelved accordingly. We do not clearly see why there should be any difficulty on the subject. We presume that the press would be satisfied if our law were placed on the same footing as in the United States. What the law is there we find concisely stated in a recent article in the *Albany Law Journal*:—"The truth may be given in evidence; and if it shall appear that the publication was with good motives and for justifiable ends, the jury may acquit in a criminal case, and the damages may be mitigated in a civil case." Probably, our law as to civil cases (which alone were in question in Mr. Irvine's bill) is not far different, but it would be well to leave no ambiguity about it.

NOTICE OF JUDGMENTS.

A correspondent directs attention to what he considers a *desideratum* in the Superior Court. He is desirous that judgment should not be rendered in the absence of counsel, and he bases this petition upon the fact that errors arising from oversights or misapprehensions, which might be rectified on the spot, become irrevocable if counsel are not present. The Court of Appeal, of late, has adopted a system of notifying counsel by post-card of the date of final judgment. The expense is very small for the great boon thus conferred on the profession. In old times, we have frequently known lawyers to wait in Court a whole day, for a judgment which came not. As proceedings in the Superior Court yield a revenue to the Government, the Prothonotary might, perhaps, be authorized to incur this small expense, not exceeding 2 cents for each cause disposed of.

JUDICIAL APPOINTMENTS IN ENGLAND.

It has been remarked that the last three appointments to the English bench have been non-political. Mr. Justice Cave and Mr. Justice Kay (the latter appointed to fill the vacancy in the Chancery Division, caused by the resignation of Vice-Chancellor Malins) were not in politics at all. Mr. Justice Mathew was a candidate for an Irish borough, but was not a party man. That these gentlemen, says the *Law Times*, should, under the circumstances, have been raised to the bench must be a mortification to members of the bar, who have spent many thousands in contests and petitions, and whose prospects of promotion are at present very slight.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, May 28, 1881.

Before MACKAY, J.

SHARPLEY v. DOUTRE et vir, and O'DOWD, T. S.

Exemptions from seizure—Ball Dress.

A ball dress is not exempt from seizure as "ordinary and necessary wearing apparel," under C.C.P. 556.

PER CURIAM. The plaintiff, having a judgment against the defendant, has attached or seized in the possession of the garnishee a ball dress, the property of the debtor.

The seizure is opposed for various reasons, some of form, but principally because (says defendant) a ball dress is exempt from seizure. The plaintiff denies this.

The objections of form have nothing in them, the defendant's first plea being to the merits, and so a waiver of form matter.

For the determination of the chief question, we must of course keep to our own law. It does not declare free from seizure under execution the clothes belonging to the debtor (as does the Louisiana code,) nor does it make liable to

seizure all the clothes except the *habit dont le saisi est vêtu et couvert* (as does the law of France.) Our law does not declare to be free from seizure the apparel and clothing of the *saisi*, largely; it allows that some may be seized; it has in view that the *saisi* may have clothing, or *vêtemens*, seizable; these are the *vêtemens* not necessary, or not ordinary; it frees from seizure only a certain quality of clothing, to wit, the ordinary *and* necessary; the other must go to satisfy the *saisi's* creditors, who, after all, have rights.

In the present case an expensive ball dress belonging to the debtor has been seized in the possession of a dressmaker; question is as to whether such an article is free from liability to pay the claims of creditors. Unless when seized it be necessary *and* ordinary wearing apparel of the debtor it is not, and *vice versa*. The word necessary is commonly defined to mean "needful," "indispensably requisite," and the word ordinary to mean "plain" not handsome, "customary," "of common kind or rank." Is a ball dress both necessary and ordinary? Is it necessary, for unmarried women, for all married women, rich or poor? It can only be used at balls. We do not ordinarily see persons, married or unmarried, walking about wearing ball dress, or apparelled so. A ball dress (says the creditor here) is an article of luxury and extravagance, not ordinary, not an article of common kind, nor indispensably requisite; if suitable to rich persons it is not to poor ones who can't pay their debts, &c. The ball dress seized in this case is of about $80 value. That is a large sum. The debtor says that the dress was no more than necessary and suitable to a person in defendant's class in society.

I see from this case that the courts may hereafter have to decide with great nicety of what character is clothing seized; ordinary or not? necessary or not? All clothing being, certainly, not free, is a ball dress lying at a dressmaker's free? Would two go free and would a fancy ball dress go free? Would they, if sworn to be "no more than necessary and suitable to the defendant," though not at all rich, but in debt?

We see in other countries what difficulties are in the way of determining what is necessary clothing. Judges and juries are bothered with such questions, which are best and most promptly settled by juries, supreme judges of matters of fact. Smith on Contracts and the cases on this subject, referred to therein, are bewildering. Passing as a jury might upon the question, I find, for the plaintiffs, that the ball dress here, when seized, was not necessary for defendant and was not ordinary wearing apparel to be freed from seizure; so the *saisie arrêt* is maintained, and the defendant's pleas overruled, with costs against defendant.

Monk & Butler for plaintiffs.

Lareau & Lebeuf for defendant.

SUPERIOR COURT.

MONTREAL, May 28, 1881.

Before MACKAY, J.

GREENE et al. v. WILKINS, and LEWIS et al., intervening.

Business carried on in name of agent—Private agreement.

A business was carried on by a firm in the name of an agent, with whom they had a private agreement. Held, that the principals might intervene and claim goods seized by a creditor of their agent for a debt antecedent to the agreement, where it appeared that the seizing creditor had not been injured in any way by the secret arrangement.

PER CURIAM. Greene et al. have attached a quantity of goods in the Custom House, towards satisfaction of a judgment claim against Wilkins of over $500. Wilkins has been carrying on business here as J. H. Wilkins & Co.

The intervening parties claim all that has been seized as their property, and say that any possession of them that Wilkins, nominally, had was that of a mere agent of them, Lewis & Co.

For title they show a private writing, a *sous seing privé*, of June, 1880, whereby it was agreed that W. F. Lewis & Co., should establish a store under the name of J. H. Wilkins & Co., to be managed by Wilkins as their agent; that Lewis & Co. were to supply him with all goods required, and charge the store with all goods imported and with a commission of five per cent. for buying; that defendant was to carry on as J. H. Wilkins & Co., for the benefit of Lewis & Co., and that defendant was not to make purchases. Lewis & Co. say that they did establish the store, put defendant into it as their agent, supplied all that was used or imported,

or proposed for the business, the goods seized being of them; that the defendant is still carrying on for the firm of Lewis & Co.; that the goods seized were purchased for the business by the intervening parties; that the plaintiffs' debt claim was incurred long previous to the agreement, and was unconnected with the business carried on under the name of J. H. Wilkins & Co., &c.

The intervention is contested by Greene, who says that the defendant was the real J. H. Wilkins & Co., for his own benefit; that the agreement if made when and as alleged (which is denied), was a fraud against plaintiff; that the goods possessed by defendant, and those seized among them, were and are the defendant's, really sold to him by the intervening party; that some of the goods seized were bought by defendant himself in Great Britain, and entered by defendant alone at the Customs; that others of the goods were sold to defendant at a profit by the intervening parties, who parted with the possession of them to Wilkins; that J. H. Wilkins & Co.'s partnership was never registered; that the intervening parties have allowed Wilkins to get credit by appearing to be possessed of large stocks of goods and chattels, &c.

By the *enquête* before me, a strange state of things is shown to have existed; a strange firm was that of J. H. Wilkins & Co.; an unusual agreement was that private one of June. *Sous seing privé* writings are suspicious; third persons particularly are allowed to suspect them. Wilkins had, under Lewis' arrangements with him, great facilities for "taking in" people, had he used them, which, luckily, he did not. He had large appearance, though worth nothing. The interests of commerce and of commercial straight dealing men are not advanced by such secret agreements as this one of June. But the intervening parties have actually proved all, it may be said, of their allegations, and so may prevail against the contestant; for he has not been cheated, has not given goods or credit to Wilkins since that agreement referred to, and has not been damnified by it. His judgment has been obtained since it, and for causes which accrued long before. Upon the whole, the Court maintains the intervention and grants *main levée* of the seizure to Lewis & Co., notwithstanding the contestation, which is dismissed, but without costs, as the plaintiff had right to the amplest information.

Ramsay, for plaintiff.

Abbott, Tait, Wotherspoon & Abbott, for intervening parties.

SUPERIOR COURT.

MONTREAL, May 14, 1881.

Before TORRANCE, J.

DUQUETTE v. PATTENAUDE et al.

Bail under C. C. P. 828—Liability of sureties.

Sureties under C. C. P. 828, are liable absolutely, without an order previously obtained requiring the defendant to surrender himself into the hands of the Sheriff.

This was an action on a bail bond given under C. C. P. 828, in an action in a case of *Meloche* v. *Pattenaude*, in which judgment was rendered on the 26th May, 1880. In the present action the sureties were sued on the bond.

They pleaded to the action: 1o That the plaintiff was without interest in the case and was insolvent; 2o The general issue; 3o That if the sureties were liable, they were only liable as they would have been under C.C.P. 824, 825; that Dame Rose Delima Meloche has not yet obtained any order of the Court, requiring Olivier Pattenaude to deliver himself into the hands of the Sheriff; that such order has never been served upon Olivier Pattenaude or upon defendants; that said Olivier Pattenaude, during the pendency of the suit of *Meloche* v. *Pattenaude*, made a cession of his property under C. C. P. 763 and 766, and until this cession had been set aside by a judgment of the Court, the defendants could not, under C. C. P. 776, be liable as such sureties; that this action was therefore premature.

The COURT overruled the pleas of the defendants, holding that they were liable under C. C. P. 828, absolutely.

Desjardins & Lanctot for plaintiff.

Geoffrion, Rinfret, Dorion & Laviolette for defendants.

PERSONAL INJURIES.

[Continued from p. 181.]

Legs have often been considered by juries and judges. We will submit to our readers the values at which these nether limbs have been held in England, New York, Massachusetts

and Canada—cases of men's legs, women's legs (we trust the printer will put these words in nonpareil type), and a baby's leg. Sharp boys and girls of the Lord Macaulay style can then readily find the probable value of their own legs by simple proportion. A New York court agreed with a jury in considering $12,000 not too much for Mr. Rockwell, who, through an injury, was confined to bed for six weeks (suffering great pain), and unable to attend to business for several months, and was left permanently lame, after having paid from $1,200 to $1,500 for doctor's fees and such extravagances. *Rockwell* v. *Third Avenue Ry.*, 64 Barb. (N.Y.) 430. Apparently the value of lower limbs has gone up in the New York market, for some time since it was held that even $6,000 was not an excessive sum to give for a broken leg which got well (to be sure) in about eight months; but the defendants got a new trial, to enable them to persuade the jurymen that such was a fancy price. *Clapp* v. *Hudson Ry.*, 19 Barb. 461. In Wyoming, $10,000 was considered by the court to be an excessive compensation for a compound fracture of a leg. *U. P. Ry.* v. *House*, 1 Wy. Ter. 27. And even in Iowa, where $4,000 had been given for a broken leg, the court reduced the sum to $2,500. *Lombard* v. *Ch., etc., Ry.*, 47 Iowa, 494.

In Ontario, some twenty-five years ago, a jury gave one Batchelor £6,178 11*s.* 7*d.* for the loss of a leg (and a few other hurts); "that precious leg of Miss Kilmanseg that was the talk of 'Change—the Alley—the Bank—and with men of scientific rank, made as much stir as a fossil shank of a lizard coeval with Adam," could not have been much more valuable than the twelve jurors thought this. But the court said that it did not appear to them that the jury had exercised that sound and reasonable discretion, in awarding such heavy damages, as the law requires of them. And so a new trial was granted; but only upon payment by the guilty party of £500 into court, which sum Batchelor was to be at liberty to take out, without prejudice to his claim for damages *ultra* at another trial. Their Lordships were careful to say that they did not consider £500 sufficient to cover the damages sustained; in other words, they deemed a leg worth more than $2,000. *Batchelor* v. *B. & B. Ry.*, 5 C. P. 127. In 1873, a butcher, earning $50 a month, fell into a culvert made by the Great Western Railway in the highway, and broke his leg in two places. In consequence, he was obliged to keep his bed for four months, and was hobbling about on crutches at the trial—six months after the accident. The leg was permanently shortened, and the doctor's bill proportionately long. The verdict was $2,000; and Richards, C. J., on an application for a new trial, said, "on the whole, we cannot say the damages, $2,000, are so excessive as to justify our setting aside the verdict on that ground;" and the judges did not set it aside on any ground. *Fairbanks* v. *G. W. R.*., 35 U. C. R. 523.

A teamster's leg is not thought much of by his fellow-countrymen; one of that calling, in Ontario, had his leg broken, owing to his falling off his load and his load falling on him, through a defect in the highway. He was confined to the house for some six weeks—could do nothing for some months—and then found himself so injured that he had to give up the employment of teaming. The jury, to mend matters, only gave him $300, which the court let him keep. *Bradley* v. *Brown*, 32 U. C. R. 463. Strange to say, some years before the teamster's leg was broken, in the same part of the world, a deck hand was assisting in unloading a schooner at a wharf; the pier was out of repair, and Johnson (the mariner) broke his leg. He was awarded £250 for his pains and damages, and the court refused to order a new trial. *Johnson* v. *Port Dover, etc.*, 17 U. C. R. 151. In England, poor Armytage fared even worse than Bradley; he had his *thigh* broken by Haley's servant, when driving an omnibus. The surgeon was called in and gave evidence that it was doubtful whether A. would not always be lame, and he had been paid £10 for his attendance. The jurors, however, gave a verdict of one farthing damages! Armytage was rather naturally dissatisfied with the amount, and asked the court for a new trial to try to get more; he got the second chance. Denman, C. J., remarked: "A new trial on a mere difference of opinion as to the amount of damages may not be grantable, but here are no damages at all." *Armytage* v. *Haley*, 4 Q. B. 917. The jurymen in this case must have been of the same stripe as those miserable wretches who, in an action, under Lord Campbell's act, for damages for the death of a husband and father, gave one pound to the

sorrowing widow and ten shillings each to two fatherless little ones, as compensation. *Springett* v. *Balls*, 7 B. & S. 477.

One Greenland was on board "The Sons of the Thames," sailing between Westminster and London Bridge, and he was standing on the deck near the bow. The "Bachelor" collided with "The Sons" and the concussion caused the anchor of the latter steamer to fall from its place, and in falling it came against Greenland's leg which broke beneath the blow. He sued the owner of the "Bachelor," and recovered £200 damages. *Greenland* v. *Chaplin*, 5 Ex. 243. Tebbutt was standing at a railway station waiting for his bagg'ge, and a porter in passing with a truck laden with trunks let a portmanteau fall off and injured T.'s leg. The jury fixed the damages at £300, and the court would not interfere. *Tebbutt* v. *B. & Ex. Ry.*, L.R. 6 Q. B. 73.

Mrs. Feetal was a Massachusetts lady and a spiritualist. One Sunday, she went to a camp-meeting of her sect, at which, among other wonderful things, a Miss Ellis was put in a box with her hands tied, and when the box was opened, a ring that had been on her finger was found on the end of her nose. On her way home by train, Mrs. F. had her leg broken, and on suing the company, got $5,000 damages. The company objected strongly, on the ground that the accident happened on Sunday, and the lady had not been at divine service; but the court would not interfere. *Feetal* v. *Middlesex Ry.*, 109 Mass. 398.

A Canadian lady in the little town of Dundas stepped into a hole in the board walk, fell and broke her leg a little above the ankle. The hole was variously estimated at from sixteen to eighteen inches long, and from five to seven in width, but at the time of the accident was partly hidden by the snow. The defect had existed for some time. The jury gave a verdict of $800 (the doctor's bill was over $100). A new trial was granted, as it was by no means clear that the plaintiff had been guiltless of negligence, or that the defect was such as to make the corporation liable. *Boyle* v. *Corporation of Dundas*, 25 C. P. 420. The next jury estimated Mrs. Boyle's damages at $150, and her husband's (for medical attendance and such like) at $150 more. The chief justice remarked that these damages were moderate; we entirely agree with his lordship. 27 C. P. 129.

Mrs. Siner was more fortunate in obtaining damages from the jurors than her Canadian sister, although not so badly damaged. Her train—we mean the train in which she travelled—that is, the one that carried her, not the one which she carried—was too long to permit the car in which she was, to reach the platform: she stood on the front step, took hold of her husband's hands and jumped to the ground, and in doing so strained her *knee*. The jury gave her £300, but the judges were ungallant enough to say that the injury was all her own fault (she did not use the footboard), and would allow her nothing. *Stiner* v. *G. W. R.*, L. R., 3 Ex. 150; 4 Ex. 117.

A woman in Illinois had her knee injured. After three years she was not quite recovered, although she could walk naturally and gracefully, though one leg was smaller than the other, yet it probably was not permanently injured; she had not suffered much, and had lost no money. *Held*, $2,500 excessive. 87 Ill. 125.

In Connecticut a baby two years old was run over by a train, and had a *leg* and an *arm* amputated in consequence. The jury tried to make things right by a verdict of $1,800; how much for each member we cannot say. Here the question of imputable negligence arose; but with that doctrine we are not now concerned. Redfield on Railways, Vol. II. p. 243.

A *bite* on a woman's leg was valued by an English jury at £50. A middle-sized black dog of the terrier kind, about eleven o'clock one night, bit a Mrs. Smith, a laundress, at a railway station. The canine had been haunting the depot for some hours; at 9 P.M., it had torn a lady's dress, at 10:30 it had attacked a cat, and been kicked out by a porter, and shortly after it worried Mrs. Smith's calf. The verdict, however, was set aside, the court deeming that the company had not been guilty of any negligence in allowing the presence of the dog. *Smith* v. *G. E. R.*, L. R., 2 C. P. 4.

The court held that $1,950 was not too much for Crawford to pay for putting a buckshot into Cameron's leg and a rifle-ball through his left lung. 88 Ill. 312.

For a sprained *ankle* $2,500 is excessive. Spicer was a mail agent on a Chicago line, and fearing a collision, jumped from a passenger train while it was in motion; in doing so he

sprained his ankle, and consequently was confined to the house long enough to lose two weeks' salary (at the rate of $1,080 per annum). The court considered the jury far too liberal. *Spicer* v. *Chicago, etc., Ry.*, 29 Wis. 580. A truck went over the ankle of a boy of fourteen, and through the improper conduct of the surgeon called in to attend it (as the plaintiff's witnesses swore) the foot mortified and had to be amputated. The jury gave the boy a verdict for nominal damages, and the court would not grant a new trial on account of the smallness of the damages, because the judge who tried the case was not dissatisfied with the verdict. *Gibbs* v. *Tunaley*, 1 C. B. 640.

We do not know exactly in what part of the body lie hid one's "feelings." Wherever they are, they are not much thought of; and even a "shock to the feelings" of a wife by her husband's death cannot be considered in awarding damages. *Nashville, etc., Ry.* v. *Stevens*, 9 Heisk. 12.

In the good old days of the Saxons, the *bot*, or penalty, for the smallest disfigurement of the face was three shillings; the same for breaking a rib; the breaking of a thigh was twelve shillings; the robbing a man of his beard, twenty shillings; and a front tooth was valued at six shillings. Taswell-Langmead, p. 41.

And now a word or two as to what should be taken into account by a jury in estimating the amount of damages to be awarded for personal injuries. The American courts have held that the loss of time caused by the injury is proper to be considered. *Jones* v. *Northmore*, 46 Vt. 587. The age and the situation in life of the injured one; the expenses incurred; the permanent effect upon the plaintiff's capacity to pursue his professional calling, or to support himself as before times (*Whalen* v. *St. Louis, etc., Ry*, 60 Mo. 323; *Indianapolis, etc.*, v. *Gaston*, 58 Ind. 224), are also essential factors. Bodily pain, too, is to be considered and compensated for; and so much of mental suffering as may be indivisibly connected with it, but mental anguish and agony cannot be measured by money—the courts consider—and there is no established rule authoritatively commanding such a futile effort. *Johnson* v. *Wills*, 6 Nev. 254. It is difficult to measure even excessive pain against money. *Campbell* v. *Portland Sugar Company*, 62 Me. 552; Redfield on Railways, Vol. II. p. 286. In fact, they say that one should get compensated for all injuries that are the legal, direct and necessary results of the accident. *Curtis* v. *Rochester & S. Ry.*, 20 Barb. 282. Loss of anticipated profits from real estate on land was held a proper subject for compensation to a land speculator. *Penn. Ry.* v. *Dale*, 70 Penn. St. 47. Disfigurement was also held a proper point to be considered. *The Oriflamme*, 3 Sawyer, 397.

The late case of *Phillips* v. *The South Western Railway Company* fully enunciates what, in the estimation of the English judges, are to be considered in fixing the amount of damages. Cockburn, C. J., on a motion for a new trial for insufficiency of damages, said that the heads of damages were the bodily injury sustained; the pain undergone; the effect on the health of the sufferer, according to its degree and its probable duration as likely to be temporary or permanent; the expenses incidental to attempts to effect a cure; the pecuniary loss sustained through inability to attend to a profession or business; as to which, again, the injury may be of a temporary character, or may be such as to incapacitate the party for the remainder of his life. L. R., 4 Q. B. D. 407.

In the Common Pleas Division on a motion, after a second trial, to set aside the verdict for excessive damages, Grove, J., said, "The plaintiff is entitled to receive at the hands of the jury, compensation for the pain and bodily suffering which he has undergone for the expense he has been put to for medical and other necessary attendance, and for such pecuniary loss as the jury (having regard to his ability and means of earning money by his profession at the time) may think him reasonably entitled to." "Damages are awarded as a compensation for the injury and loss sustained; they are not to be given from motives of charity and compassion." Lopes, J., was of the same opinion. And in the Court of Appeal, Bramwell, L. J., said that he was, in common with other judges, accustomed to direct juries as follows: "You must give the plaintiff a compensation for his pecuniary loss, you must give him compensation for his pain and bodily suffering; of course, it is almost impossible to give an injured man what can be strictly called a compensation; but you must take a reasonable view of the case, and must consider under all the circumstances

what is a fair amount to be awarded to him." Cotton, L. J., remarked that a plaintiff is not to receive an annuity for the rest of his life calculated on the amount of his income; but that after taking into account the chances affecting the income, the jury are to say what, in their opinion, is a fair compensation for the disability, whether permanent or temporary, under which a plaintiff comes of practising his profession and earning the income which he previously enjoyed." L. R., 5 C. P. D. 280. In this case Phillips, who was a physician of middle age and robust health, making £5000 a year, was so injured for sixteen months, the time between the accident and the trial, he was totally incapable of attending to business; his health was irreparably injured to such a degree as to render life a burden and a source of utmost misery: he had undergone a great amount of pain and suffering, and the probability was that he would never recover. Yet, the first jury only gave him £7,000. This verdict was set aside as inadequate. The second jury awarded £16,000, and the court refused to consider it excessive. In fact, Bramwell, L. J., said that the only misgiving he had was whether the jury ought not to have given more. L. R., 5 C. P. D., p. 287.

RECENT DECISIONS AT QUEBEC.

Costs.—Lorsque l'avocat de l'une des parties demande, par sa déclaration ou par les plaidoyers, distraction de dépens, cette distraction suit, *of course*, le jugement rendu en faveur de sa partie pour les frais, quand même le projet du jugement, délivré au protonotaire, n'en ferait pas mention.

2. Dans ce cas, une entrée en marge du régistre des jugements, faite subséquemment à l'enregistrement du dit jugement, pour y insérer la distraction de frais omise, ne sera pas considérée comme une altération du jugement.

3. Une demande pour distraction de frais contenue dans les pièces de procédure, devant la Cour Inférieure, donne droit à la distraction des frais de révision, sans demande spéciale à cet effet.—*Morency* v. *Fournier*, (C. R.), 7 Q.L.R. 9.

Action en réintégrande.—The defendant, without the plaintiff's permission, took possession of a sugary which the plaintiff had worked as proprietor for 17 years next preceding, and persisted in holding the same against the plaintiff's will. *Held*, that this constituted violence in the eye of the law, sufficient to support an action *en réintégrande*.

The sugary in question was situated on a lot of land whereof the plaintiff was proprietor of the south half and the defendant, of the north half, there being no boundary line between the two half lots. *Held*, that the plaintiff having peaceably enjoyed his property for 17 years, was under no obligation to bring an action *en bornage*.—*Gerbeau* v. *Blais*, (C. R.), 7 Q. L. R. 13.

Municipal voter—Damages.—Le fait de priver illégalement une personne de l'exercice de son droit d'électeur municipal donne lieu à un recours en dommages intérêts. 2. L'officier public dont la conduite révèle mauvaise foi dans l'exécution des devoirs de sa charge n'a pas droit à un mois d'avis avant l'institution de l'action en dommages.—*Benatchez* v. *Hamond* (C. C.), 7 Q. L. R. 25.

Délaissement. — Although the *délaissement* leaves the *délaissant* the right to resume the property at any time before the sale, on paying the plaintiff suing, and also the right to receive any surplus that the land may produce after payment of the legal claims, yet the *délaissant*, during the curatorship, has no control or administrative power in relation to the real estate so *délaissé*.

The defendant *délaissant* cannot be considered a *légitime contradicteur* in any proceeding to bring the property to sale, and a creditor having a judgment against the *délaissant* ought to cause it to be declared executory against the curator before causing the real estate *délaissé* to be seized.—*Couture* v. *Fournier* (C. R.), 7 Q. L. R. 27.

Common Carrier.—Le propriétaire d'une ligne de transport, par bateaux à vapeur, n'est pas responsable des accidents qui peuvent arriver par suite du mauvais état du quai dont il fait usage pour sa ligne, lorsque ce quai est public.

2. Sa responsabilité comme *common carrier* cesse, dans tous les cas, du moment que le consignataire a été mis en possession des effets à lui consignés, au lieu de destination.—*Leclerc* v. *Gaherty*, (C. C.) 7 Q. L. R. 30.

Accession — Workmanship. — The owner of standing trees which have been cut down and converted into cord-wood by a person in good

faith, cannot revendicate the cord-wood, if the value of the work bestowed in making it greatly exceeds the value of the trees; and he can only claim the value of the trees when standing, if, moreover, he has suffered no damage beyond that value.—*Hall* v. *Hould*, (S. C.) 7 Q. L. R. 31.

Proceedings in formâ pauperis.—Les officiers de justice n'ont pas d'action pour leurs services contre les parties poursuivant ou défendant *in formâ pauperis*, qui ont succombé, mais ils ont droit à leurs déboursés, et le montant qu'accorde le tarif pour transport est un déboursé dont ils peuvent poursuivre le recouvrement.—*Dion* v. *Toussaint* (C. C.), 7 Q. L. R. 54.

Tutor—Witness.—Le tuteur plaidant en nom qualifié pour son pupille est témoin compétent pour ce dernier, et sa crédibilité peut seule être affectée par sa position dans l'instance.—*Thompson et al.* v. *Pelletier*, (S. C.), 7 Q. L. R. 59.

RECENT ENGLISH DECISIONS.

Slander—Privilege.—To an action for slander the defendant stated in defence that the words were spoken upon his examination on oath before a select committee of the House of Commons, which had been appointed by the House to inquire and report upon certain circumstances connected with the plaintiff, power being given to the committee to send for persons, papers and records. *Held*, on demurrer, that this was a good answer to the action.—*Seaman* v. *Netherclift*, L. R., 2 C. P. Div. 53; *Dawkins* v. *Lord Rokeby*, L. R., 7 H. L. 744. Q. B. Div., Feb. 25, 1881. *Goffen* v. *Donnelly*. Opinions by Field and Manisty, JJ., 44 L. T. Rep. (N. S.) 141.

International Law—Jurisdiction over Foreign Sovereign.—A foreign Sovereign or State is exempted by international law, founded upon the comity of nations, from the jurisdiction of the tribunals of this country, and therefore an action is not maintainable in our courts against a foreign sovereign or state. The only exceptions to this rule are; 1. Where a foreign sovereign or State has waived the privilege he possesses, and has come into the municipal courts of this country to obtain relief, in which case the defendant may assert any claim he has by way of cross-action or counterclaim to the original action, in order that justice may be done. 2. Where there are moneys in the hands of third parties within the jurisdiction of the English courts, to which a claim is set up by a foreign sovereign, notice of an action against the third parties in relation to those moneys may be given to the foreign sovereign, that he may have an opportunity of putting forward his claim. Ct. of App., Nov. 17, 1880. *Strousberg* v. *Republic of Costa Rica.* Opinion by Jessel, M. R., James & Lush L. JJ. 44 L. T. Rep. (N.S.) 199.

GENERAL NOTES.

Lord Justice James died June 7, aged 74 years.

Chief Justices of England.—The following is a list of Lords Chief Justices of the King's and Queen's Bench since 1756: Lord Mansfield, from 1756 to 1788, 32 years; Lord Kenyon, from 1788 to 1802, 14 years; Lord Ellenborough, from 1802 to 1818, 16 years; Lord Tenterden, from 1818 to 1832, 14 years; Lord Denman, from 1832 to 1851, 19 years, and the Right Hon. Sir Alexander Cockburn, Bart. G. C. B., recently deceased, from 1859 to 1880, 21 years.

The General Council of the Bar of the Province of Quebec met in Montreal on the 14th ult. All the members were present:—W. W. Robertson, Batonnier of the Montreal section; the Hon. J. G. Malhiot, Batonnier of the Three Rivers section; Joseph G. Bossé, Batonnier of the Quebec section; William White, Batonnier of the St. Francis section; and C. T. Suzor, of Quebec, the Secretary-Treasurer. W. W. Robertson, Esq., was elected Batonnier-General of the Province for the ensuing year, and C. T. Suzor, Esq., was re-elected Secretary-Treasurer. The bill now before the Legislature to amend the charter of the corporation was the chief subject of discussion, and after considering its more important features, the Council adjourned its session to meet in Quebec on the following Tuesday morning, on which day the bill was to come before a select committee of the House of Assembly.

Disraeli.—In the general grief at the death of Lord Beaconsfield, lawyers will not forget that he entered upon the business of life as a lawyer. Like the rest of the early history of Mr. Disraeli, little is known with certainty of his career in the law, except that it was short. He is believed to have been articled to a solicitor in Old Jewry; but what was the name of his principal, and how he came to leave the law, is without even a tradition. His disciples in the legal profession may well have found internal evidence of an acquaintance with legal processes. Mr. Disraeli's statements of the law were always precise and singularly accurate; while he had a remarkable facility for taking in the effect of proposed legislation, however complicated. His appreciation of the legal bearings of political questions was sound; and his presence in the House of Commons at the time of the Bradlaugh incident would probably have saved the House from a ridiculous situation.—*London Law Journal.*