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SUPREME COURT OF CANADA.

May 10, 1894.

New Brunswick]

GRANT v. MACLAREN.

Executors and trustees—Probate Court—Passing of accounts—Res judicata.

G. was executor and trustee under a will, and as such passed his accounts yearly in the Probate Court. The accounts so passed contained all the charges and disbursements of G., both as executor and trustee, and the beneficiaries under the will were not represented by counsel on any occasion before the Probate Court. A suit in equity having been brought to remove G. from his position as executor and trustee, the judge in equity, before entering upon the merits, ordered a reference to take the accounts of G., and the reference reported that having taken them, a number of items were disallowed as improper charges. On exceptions to this report the equity judge held that the action of the Probate Court in reference to the accounts was final and not open to review by the court in such suit. On appeal this ruling was reversed by the Supreme Court of New Brunswick, and the referee's report confirmed. On appeal to the Supreme Court of Canada,

Held, affirming the decision of the court appealed from, that the Probate Court had no jurisdiction over the accounts of G. as

a trustee, and as it appeared that the items disallowed related to the duties of G. in that capacity, the referee could properly deal with them.

Held, further, that the Supreme Court would not reconsider the items dealt with by the referee, as he and the Supreme Court of New Brunswick had exercised a judicial discretion as to the amounts, and no question of principle was involved.

The plaintiffs' bill in the equity suit set out a letter written by G. to one of the plaintiffs, threatening if proceedings were taken against him to make disclosures of malpractice by the testator which might result in heavy penalties being exacted from the estate.

Held, that this was such an improper act by G. that the court should have immediately removed him from the trusteeship of the estate.

Appeal dismissed with costs.

McLeod, Q.C., and *Palmer, Q.C.*, for the appellants.

Hazen, for the respondents.

May 1, 1894.

Exchequer Court.]

CARTER v. HAMILTON.

Patent of invention—Novelty—Infringement.

C. & Co. were assignees of a patent for an article called "The Paragon Black Leaf Check Book" used by shopkeepers to prepare duplicate accounts of sales, and the invention claimed was "In a black leaf check book composed of double leaves, one half of which are bound together while the other half folds in as fly leaves, both being perforated across so that they can readily be torn out, the combination of the black leaf bound into the book next the cover and provided with the tape bound across its end, the said black leaf having the transferring composition on one of its sides only." What was alleged to be new in this patent was the device, by means of the tape across the end of the black leaf, by which it could be folded over without soiling the fingers or causing the leaf to curl up.

C. & Co. brought an action against H. for infringing this patent, the alleged infringement consisting of a similar device but with about half an inch of the carbonized leaf free from carbon, the leaf being turned over by means of this margin instead of the tape.

Held, affirming the decision of the Exchequer Court of Canada (3 Ex. C. R. 351) that the evidence at the trial showed the device for turning over the black leaf without soiling the fingers to have been used before the patent of C. & Co. was issued; that the tape across the end of the black leaf was the only novel element in the patented article, and that the device used by H. was not an infringement of the patent depending on the tape to render it patentable.

Appeal dismissed with costs.

W. Cassels, Q.C., and *Edgar*, for the appellants.
Johnston, Q.C., and *Heighington*, for the respondents.

May 1, 1894.

New Brunswick.]

ST. JOHN GAS LIGHT CO. v. HATFIELD.

Master and servant—Common employment—Negligence—Questions of fact—Finding of jury.

The St. John Gas Light Co., being engaged in laying a main through one of the public streets of the city, applied to one Wisdom, a plumber and gas-fitter, for the services of a competent man, and H. was sent by Wisdom to work on said main. While H. was working at one end of a pipe he was injured by gas escaping therefrom being set on fire from a salamander used in carrying on the work, and exploding. One of the servants of the Company, whose duty it was to turn on the gas at this pipe every evening and turn it off every morning, had neglected to turn it off the morning the accident happened, and there was evidence that the salamander had been moved from its usual place and put near the end of the pipe where H. was working by order of the manager of the Company.

In an action by H. for damages from such injury, the jury found that the Company was guilty of negligence, and that H. at

the time of the injury was not in the service of the Company, but in that of Wisdom. A verdict in favor of H. was sustained by the full court.

Held, affirming the decision of the Supreme Court of New Brunswick, that the finding as to negligence was warranted by the evidence.

Held, further, that whether or not there was a common employment between H. and the servants of the Company, was a question of fact, and the jury having found that H. was not in the service of the Company, their finding would not be interfered with on appeal.

Appeal dismissed with costs.

Hazen, for the appellants.

Currey, for the respondent.

HOUSE OF LORDS.

LONDON, July 31, 1894.

THORSTEN NORDENFELT v. THE MAXIM-NORDENFELT GUNS AND AMMUNITION COMPANY (29 L.J.).

Restraint of Trade—Covenant—Reasonableness—Public Policy—Validity.

A covenant entered into by the appellant with the respondents not to engage for the term of twenty-five years—except on behalf of the respondents—directly or indirectly, "in the trade or business of a manufacturer of guns, gun mountings or carriages, gunpowder or explosives or ammunition, or in any business competing, or liable to compete, in any way" with the business of the company, held in the circumstances not to be unreasonable, or to exceed what was necessary for the protection of the covenantees.

Their Lordships (Lord Herschell, L.C., Lord Watson, Lord Ashbourne, Lord Macnaghten, and Lord Morris) affirmed the decision of the Court of Appeal (62 Law J. Rep. Chanc. 273).

COURT OF APPEAL.

London, July 2, 1894.

Reischer v. Borwick (29 L.J.).

Insurance—Marine—Construction—'Damage received in collision'—Proximate cause.

Appeal from a decision of Kennedy, J.

The action was brought by the owner of the steamship *Rosa* upon a marine policy which insured only against the risk of collision and damage received in collision with any object. During the currency of the policy the *Rosa*, while engaged on a trip in the Danube, struck against a floating snag which fouled the port paddle-wheel and damaged the vessel. The damage was mainly to the engine-room machinery, and included the breaking of the cover of the condenser, which left an opening of twenty inches square. In consequence of the damage the ship began to leak. The captain plugged the ejection-pipes on either side of the ship to prevent the water coming through the pipes into the condenser and so into the vessel, and he also sent for a tug to the nearest port. A tug duly arrived and took the *Rosa* in tow, after she had been made as secure as possible. While she was being towed to a place of repair the plug in the ejection-pipe on the port side came out; this caused a sudden inrush of water, and in order to prevent the vessel from sinking the captain ordered the tug to tow her on to the shore and beach her.

Kennedy, J., held that the defendants, the underwriters, were liable not only for the damage which accrued before the time when the ship was taken in tow, but also for the subsequent damage.

The underwriters appealed from the latter part of this judgment. They contended that the proximate cause of such damage was not the collision, but the towing to a place of repair.

Their Lordships (Lindley, Lopes, Davey, L.JJ.) dismissed the appeal. In their opinion the sinking of the ship was proximately caused by the internal injuries produced by the collision and by water getting through the injured parts whilst she was being towed to a place of repair. That being so, the plaintiff was entitled, in the absence of any negligence on the part of those on board, to recover. This view was not inconsistent with *Pink* v. *Fleming*, 59 Law J. Rep. Q. B. 599; L. R. 25 Q. B. Div. 396.

CHANCERY DIVISION.

LONDON, June 29, 1894.

NATIONAL DWELLINGS SOCIETY v. SYKES (29 L. J.)

Company—Shareholders' meeting—Conduct of business—Duties of chairman.

At an ordinary general meeting of a company a resolution was moved that the reports and accounts be received, and a motion was made substituting in lieu thereof another resolution for the appointment of a shareholders' committee of investigation. The original resolution was put and lost. The chairman then declared such resolution to be lost, and said that he dissolved the meeting. He then vacated the chair and left the room, being accompanied by a few shareholders. The shareholders in the room unanimously elected another chairman and proceeded to pass resolutions. When the chairman purported to dissolve the meeting part of the ordinary business of the meeting had not been disposed of or even mentioned.

Chitty, J., said that it was not within the scope of the chairman's power to stop the meeting at his own will and pleasure, and that the meeting could by itself resolve to go on with the business for which it was convened, and appoint another chairman to conduct the business.

THE PROCLAMATION OF NEUTRALITY.

The proclamation of neutrality—published in the *Gazette* of the 7th instant—brings into active operation those provisions of the Foreign Enlistment Act which define the duties of British subjects in a war between two Powers, both of whom are on terms of peace with the British Crown. The recent seizure under warrant of the Secretary of State of ships being constructed or equipped for the Chinese Government is a sufficient proof that the British Government are determined to enforce strict neutrality. There can be no doubt as to the wisdom of this course.

The proclamation recites the provisions of the statute bearing on illegal enlistment. An offence under the Act is committed by any British subject who accepts, or agrees to accept, any

commission for military or naval service from either belligerent, or by any person, British or foreign, who endeavors to induce a British subject to accept such commission. A like offence is committed by any subject who goes on board any ship, or attempts to induce a British subject to go on board a ship, with like intent. Furthermore, anyone who by false representations of the nature of the proposed service induces any subject to board any ship or quit the realm, with the intent that afterwards such subject may take service under a belligerent, is likewise guilty of an offence punishable by fine and imprisonment.

The master or owner of a ship in any way aiding in such illegal enlistment is also liable, and may be similarly punished. The ship is to be detained until security for the payment of penalties shall have been given. In every case all illegally enlisted persons shall, immediately on the discovery of the offence, be taken on shore, and shall not be allowed to return to the ship.

With reference to illegal shipbuilding, it is provided that any person who builds, agrees to build, commissions, equips or dispatches any ship, having reasonable cause to believe that the same is to be employed in the naval or military service of a belligerent, is guilty of an offence. The penalty is, however, more drastic than in case of illegal enlistment. In case of illegal shipbuilding, the ship is forfeited to the Crown.

If, however, the ship is being built in pursuance of a contract made before the commencement of the war, then, if certain conditions be fulfilled, no offence is committed. These conditions are: (1) Notice must be given to the Secretary of State; (2) security must be given that the ship shall not be dispatched before the termination of the war. It is noticeable that in all these provisions as to illegal shipbuilding the burden of proof is reversed. The burden lies on the builder to prove that he did not know that the ship was intended for warlike purposes.

Augmenting the warlike force of any ship of a belligerent is likewise an offence under the Act, similarly punishable. This may be done in any way; for instance, by adding to the number of the guns, by changing those on board for other guns, or by the addition of any equipment of war.

The last offence dealt with by the Act relates to the preparing of any naval or military expedition to proceed against the dominion of any friendly State. Any person so engaged is punish-

able by fine and imprisonment, and all ships and their equipments, all arms and muniments of war, are forfeited to the Crown.

A sweeping provision is, that any person who counsels the commission of an offence under the Act is liable to be tried as a principal offender.

The Act provides, further, that if a Secretary of State is satisfied that there is reasonable cause for believing that a ship is being built or equipped contrary to the Act, he may issue a warrant for the seizure and detention of such ship. This is the provision under which the late seizure was made.

In addition to calling public attention to the provisions of the Act, the proclamation also in usual form warns all subjects of the penalties demanded by the Law of Nations against persons who violate the duties of neutrality, more especially by breaking blockade, or carrying despatches or soldiers or contraband of war. Such persons are liable to hostile capture, and to the penalties demanded by the Law of Nations.—*Law Journal.*

THE FOREIGN ENLISTMENT ACT.

The proclamation of neutrality published a fortnight ago has been followed by the arrest of two vessels supposed to be intended as war vessels for the Chinese or Japanese Governments. Only one prosecution has, we believe, taken place under the Foreign Enlistment Act, 1870 (33 & 34 Vict. c. 90)—*Regina* v. *Sandoval*—a case which arose out of some operations by persons interested in fomenting a Venezuelan revolution. That case is of legal interest as deciding (1) that civil war abroad is included within the scope of the Act; (2) that an expedition is illegal within the Act although munitions of war are not shipped in British waters, if the preparation of the vessel in England is clearly part of an intended enterprise of a warlike character. And it is well that the existence and efficacy of the statute should be demonstrated to enterprising English manufacturers and shipbuilders. The action of the Government has, of course, led to some indignation among the shipowners concerned in importing rice and coal into China or in selling merchant vessels, and to some doubt as to the limits of executive power in such cases. This indignation is not lessened by the telegrams

that the United States, whose sufferings from the *Alabama* led to the Act, has apparently done nothing to stop the manufacture and sale of munitions of war both to China and Japan. A further question will probably arise—namely, whether Chinese or Japanese public vessels commissioned but not completed, and in British ports at the outbreak of the war, can be stopped. It is stated, but we cannot say with what truth, that the *Alaska*, lying in the Thames, is a Chinese war vessel and is being completed. If this is so, section 10 of the Act of 1870 appears te apply, which prohibits the augmentation of the warlike force of a ship in the military or naval service of a foreign State at war with a State with which Her Majesty is at peace. That section, however, does not purport to touch the *personnel* on the foreign ship or her hull, but imposes penalties on British subjects who aid in the augmentation.—*Ib.*

ORIENTAL BELLIGERENTS AND EUROPEAN TRADE.

For the first time since the foundation, in 1650, of the modern European Law of Nations is it proposed to subject British and European commerce to the control of the ships of an Oriental belligerent. This most dangerous precedent should not be allowed to pass without protest. It is a step certain to be regretted before long, and one which is not likely to found a custom. It is the worst of all the results arising from careless ascription to Oriental potentates like the Mikado and the ruler of China of those attributes of 'sovereignty, equality, and independence' which international law postulates for the rulers of States of the European race.

European States steadily refuse to subject Europeans to Oriental 'Courts of justice,' notwithstanding the persistent warfare on the consular jurisdiction waged by Japanese and Chinese diplomatists. Similarly will it be seen before long that nothing but disaster is to be expected from subjecting British and other European sailors and travellers to a visit, search, and capture on the high seas by Japanese and Chinese officials. Bloodshed is certain to follow—British sailors do not err on the side of meekness, and Oriental ideas of exercising power are not distinguished

by humanity. To this must be added the serious loss of millions sterling represented by the interference with European trade.

If practical illustration be wanted of the absurdity of such a policy, the sinking of the *Kow Sing* is sufficient. The British flag has been fired on by a ship of war, although full knowledge had been acquired of the real nationality of the vessel fired upon, its papers having been inspected by the Japanese aggressors. Firing on drowning soldiers is a sufficient proof of the manner in which any acknowledged war rights over Europeans are likely to be exercised.

The British declaration of neutrality, which also warns British subjects against any infringement of the Foreign Enlistment Act, has been furnished to the Tartar Government of China, and extensively circulated. Neutrality, in one sense of the word, is certainly advisable; in the absence of joint European intervention, the two Oriental combatants may well be let fight out their quarrel without the active participation of European citizens on either side. But there is no necessity why that declaration of neutrality should be allowed to entail on British and European commerce that subjection to Japanese and Chinese inspection and capture which is apparently contemplated by some writers as regular and inevitable. State war rights under international law are confined to States of the European race; among those States alone is to be found that community of beliefs and customs—the outcome of common race, religion and history—which alone justifies the subjection of citizens of one State to the authority of another.

It is satisfactory to note that notwithstanding this theoretical ascription of war rights to the Oriental combatants, the necessity of not letting the absurdity go too far is already perceived by the British Foreign Office. The Under-Secretary for Foreign Affairs has announced in the House of Commons that the Japanese Government have promised that no warlike operations will be undertaken against Shanghai, and upon this condition the Chinese Government will not obstruct the approaches of Shanghai.—*Ib.*

THE LATE DAVID DUDLEY FIELD.

The death of this great lawyer and jurist took his family and the world by surprise, although he had passed his eighty-ninth year. He had just returned from a visit in England to his

daughter, Lady Musgrave, and a sojourn in Italy, and was apparently full of vigor and his usual high spirits. But a serious attack of the grip two years ago had insidiously sapped his strength, and he fell a victim to pneumonia in a few hours. Except for a slight stoop and a little deafness, and the failing of sight ordinary in persons of his years, Mr. Field seemed in perfect health and strength, and not unlikely to achieve his often declared purpose of living to the age of a hundred years.

In Mr. Field has passed away the most conspicuous legal figure of the world for the last half century. Undoubtedly he was the best known and most widely celebrated lawyer of that period, at home and abroad. His labors in domestic law reform had made his name the most familiar and his reputation the most commanding in this country, and his achievements in international law and law reform had given him an extensive influence in England, on the continent of Europe, and indeed in almost every part of the world where law is prevalent and respected and where there is any desire to make laws better.

Mr. Field was in a great legal practice and had a commanding influence in our courts until he retired, less than ten years ago. In his later years he took only such cases as he desired, and was in constant request as a counsellor where vast financial interests were involved, either of an individual or a corporate character. It is understood that he had accumulated a large fortune in the active practice of his profession and by judicious ventures and investments. He had an extremely practical mind, and was a very sagacious man of business, not only as an adviser but in his own affairs—a combination not very often occurring, for lawyers are quite generally, we believe, rather inferior in judgment in their own business matters. Mr. Field, by habit, induced by the necessities of his early years, practised the New England thrift in small things, while in larger affairs he did not scruple to spend money liberally. He was aware that he had the reputation of being parsimonious and grasping, and several years ago he confided to us a fact which he would not have allowed to be heralded in his life, but which his death allows us to divulge: when Chief-Justice Taney died in penury, and leaving a daughter without means of support, there was a proposal among the national bar to make some provision for her, but it moved so sluggishly and seemed so likely to fail, that Mr. Field voluntarily came forward and gave his personal bond to the

clerk of the Supreme Court of the United States, conditioned to pay the daughter an annuity of five hundred dollars. This covenant he kept for eighteen years. It must be borne in mind that Mr. Field knew neither the Chief Justice nor the daughter at all, and that he did not at all approve of the Chief Justice's political sentiments, but what he did was for the honor of the Bar and to save the nation from discredit. The act was like him, and the omission to proclaim it was also like him. But he would not submit to imposition because he was a rich man. So when a pair of his old shoes was lost at the Delavan House in Albany, when he was a guest there—they were stolen from his door by some drunken assemblymen, for a lark—he made the landlord send out and buy him a new pair of four dollar shoes. The landlord subsequently found the missing shoes and sent them to him with a sarcastic note, and Mr. Field returned the new shoes, observing that he liked the old ones a great deal better. His stalwart and noble figure, clad in that old gray suit, with that time-honored blue or red necktie—the one gaiety he indulged in dress—and in those old shoes, was one that commanded respect, and there were few indeed, fit to stand in those shoes.

Mr. Field had a perfectly adequate estimate of his own powers and the value of the exercise of them, and he was not at all modest in his charges. He believed thoroughly in giving the very best of his talents to his clients and then charging them what he thought they were worth.

On one occasion, as he told us, he was employed by a great corporation to write an opinion on a matter of vital moment to its interests. He bestowed several days on it and charged, as we recollect, five thousand dollars for it. The corporation officers were astounded by the amount. Mr. Field said: "Why did you come to me? You knew that I am not a cheap lawyer. You knew that you could get an opinion to the same effect for a fifth of the money from any one of half a dozen lawyers"—naming them—"which would have commanded respect, but for some reason you came to me. Now I think you came to me because you believed that my opinion would be more influential in effecting the result which you desired, and I believe that end has been accomplished, and that my opinion contributed largely toward it. A'm I not right?" The officers could not gainsay these allegations. "Very well, then, gentlemen, you have be-

nefited to a vast amount through my opinion, and you must pay me my charge, which, all things considered, is a very small one." They paid, and they kept on paying his charges.

Among Mr. Field's most striking personal peculiarities was his violent hatred of tobacco. He could not endure tobacco smoke, and he was shut out from many public occasions by his sensitiveness in regard to it. It was very amusing to smokers to hear him rail against smoking, and especially his comments on the slavery of mankind to a habit which compelled public carriers to furnish separate vehicles for their indulgence in it—"worse than cattle cars," he used to call them. One of his best written papers is a diatribe against tobacco.

This leads us to speak of his rhetorical style, which is remarkable for its beauty and simplicity, its originality, vigor, and absolute clearness—an absolutely flawless style, peculiar to the man, and as characteristic as that of Lincoln or of Grant. His written style, considering the intense earnestness of his nature, the strength, not to say violence of his convictions, and the antagonisms which he aroused, and gloried in arousing, was noticeable for its moderation and large minded candor.—*Mr. I. Browne in the Green Bag.*

RIGHT OF A SOLICITOR TO RETIRE FROM A CASE.

Of late several cases of importance to solicitors have been decided by the Court of Appeal, but probably the most interesting was that in which it was held that the right of a solicitor to sue for his costs is lost, if in a common law action he throws up the case without reasonable cause. On the one hand it may be said that, the client having the right to change solicitors, there should be a correlative right on the part of the solicitor to leave his client, of course on reasonable notice; on the other hand, it would seem a hardship on the client if, having instructed a skilled person in the facts of the case, he could be driven to give his instructions over again to another, perhaps being obliged to do this three or four times during the course of the action. The simple point for determination is the exact contract entered into by a solicitor with his client.

It seems strange that such a matter should have been left to be argued before a modern Court. In fact, the point seems to have been decided beyond all reasonable doubt in the early part of the

century. For instance, in *Cresswell* v. *Byron*, 14 Ves. 271, Lord Eldon is reported to have said, 'The Court of Common Pleas, when I was there, held that an attorney, having quitted his client before trial, could not bring an action for his bill.' Some later authorities seem to point the other way, though the attempt to found an argument upon them was never really successful; such cases are *Harris* v. *Osborne*, 3 Law J. Rep. Exch. 182; 2 C. & M. 629; *Vansandau* v. *Browne*, 2 Law J. Rep. C. P. 34; 9 Bing. 402. In the first of these it was settled only that the contract between attorney and client was to carry on the suit to its termination, determinable by the attorney on reasonable notice only; this somewhat differs from the proposition that, provided he give reasonable notice, he may abandon the client without reasonable ground. So far the law seems to have been clear, but the late Master of the Rolls, in the case of *In re Hall and Barker*, 47 Law J. Rep. Chanc. 621; L. R. 9 Chanc. Div. 538, did something to unsettle the law, and to make it possible to suggest that the former rule no longer held good. The headnote to that case is as follows: 'The old rule of common law that the retainer of a solicitor for a particular business is a retainer for the purpose of carrying through that business to a conclusion, and that until that conclusion he has no right of action against his client, is founded on the principle of entirety of contract, and is not to be extended to the case where a solicitor undertakes a business of a complicated nature—*e.g.* the administration of an estate; in such case the solicitor's bill of costs for carrying such business through is not necessarily to be treated as one bill.' But it is the terms of the judgment which throw doubt upon the correctness of the old decision as applied to modern litigation.

A case of considerable importance in this connection came before the tribunals last year—viz. *In re Romer and Haslam*, 62 Law J. Rep. Q. B. 610; L. R. (1893) 2 Q. B. 286. The exact point now being dealt with was not raised, but in the course of his judgment Lord Esher said: 'If a solicitor undertakes to carry through a particular legal transaction, the law says he cannot send in to his client a final bill until the transaction is completed. I take it that that principle of law has been acted upon, and is the same in Courts both of law and equity; but in the Courts of equity, where the transaction was such that it could be divided into several stages, the Court treated certain stages in the suit as completed, although the whole suit had

not been carried to a conclusion.' And Lord Justice Bowen, after enunciating, with approval, the old common law rule, said that *In re Hall and Barker* showed that it would not apply to all equity matters. Lord Justice Kay said: 'If the matter in respect of which the solicitor is retained be a simple matter, then, *prima facie*, the contract with the solicitor is an entire contract, and he is not entitled to send in his bill of costs to his client and insist upon payment until that matter has been concluded; but where the matter is of a complicated character, and involves, for instance, considerable outlay, then it is very difficult to apply a principle of that sort to matters on either the Chancery or common law side, or in arbitration, or in bankruptcy, or winding-up proceedings, where it may be unreasonable to say that the solicitor is to have no remedy for his costs, or to any part of them, until the matter in question has been concluded.' And the question remained in this state until May of the present year, when *Underwood, Son & Piper* v. *Lewis*, L. R. (1894) 2 Q. B. 306, came up to the Court of Appeal. It was then decided that the old cases were still correct, so far, at any rate, as they relate to actions of a common law character. The contract of a solicitor who accepts a retainer in a common law action was declared to be an entire contract to conduct the case of the client until the completion of the action; and it was also held that he is not entitled, without good cause, to decline to act further in the action for him, and thereupon to sue for costs in respect of previous conduct of the client's case. Good cause is a matter for determination in each case, but refusal of a client to supply funds requisite for the carrying on of the action is good cause. 'A solicitor,' said Lord Esher, 'cannot reasonably be expected to disburse out of his own pocket money which he may be unable to get back from his client or the other side, or which, at any rate, he may be kept out of for a long time.' But even if there be good cause for retiring, the solicitor must give the client a reasonable notice before he withdraws from the action. The result is that *In re Hall and Barker*, so far as it throws any doubt on this proposition, is overruled; though its application to a certain class of Chancery proceeding is by no means interfered with.—*Law Journal*, (London.)

GENERAL NOTES.

THE RIGHT TO PETITION PARLIAMENT.—The question of the right to petition Parliament was raised in the Westminster County Court before his Honor Judge Lumley Smith, Q.C. Mr. Alexander Chaffers sought to obtain £1 as nominal damages from the Speaker of the House of Commons. The plaintiff deposed that on several occasions he had sent a petition to the Speaker. On each occasion the latter refused to present it. His Honor, without hearing the defendant, said the matter raised was of importance, but he was bound by the decisions of the High Court, which had decided that an individual member of Parliament who refused to present a petition was not liable to have an action brought against him. If the Speaker was bound to present all petitions it must place him in a peculiar position in the event of one being received by him impeaching his own conduct. Judgment for the defendant.

BRIBING A JURY.—It is seldom that we hear of direct attempts to bribe jurymen, either in this country or abroad. This seems to have been tried during the recent trial in Rome of the directors of the Banco Romano. During the trial one of the jury, it was said in several daily papers, received a letter with a bank-note for 1,000 lire wrapped in a piece of paper on which was written the single word "Acquit." Another received a letter and note for 500 lire with the instruction "Condemn." Both letters were brought under the notice of the judge, and as the writers could not be traced, it was decided to give the money to a charitable institution in the capital. The old proverb of an ill-wind, etc., surely holds good here.—*Law Journal.*

"WHAT'S IN A NAME?" says the *Green Bag*, and quotes a Kentucky newspaper as follows: "Benjamin Franklin was lately whipped for stealing chickens; Thomas Jefferson sent up for vagrancy; James Madison fined for getting drunk; Aaron Burr had his eye gouged out in a fight; Zachary Taylor robbed a widow of her spoons; John Wesley was caught breaking into a store; George Washington is on trial for attempted outrage; Andrew Jackson was shot in a negro bar-room; Martin Luther hung himself on the garden palings while stealing a basket of vegetables, and Napoleon Bonaparte is breaking rock for a three-dollar fine in New Orleans.