The Legal News.

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THE TAX ON EXHIBITS.

The official text of the judgment of the Privy Council in *Loranger & Reed* (5 L. N. 397) has not yet been received, but it appears from the *Times'* report that their lordships have held the ten cent fee on filing exhibits to be an indirect tax. Their lordships apparently also hold that the Act imposing the ten cents did not relate to the administration of justice in the province nor to the maintenance of the provincial courts. The judgment of the Supreme Court of Canada, which reversed that of our Court of Queen's Bench, is affirmed. The final decision supports that rendered by Mr. Justice Mackay in the Court of first instance—(*Reed* v. *Roy*, 5 L. N. 101).

TRADE MARKS.

The question as to how far a person may be interfered with in the use of his own name came up lately in Wisconsin. The opinion of the Court (*Landreth* v. *Landreth*, U. S. C. C. E. D. Wis., 22 Fed. Rep. 41) was to the effect that while a party cannot be enjoined from honestly using his own name in advertising his goods and putting them on the market; nevertheless, where another person, bearing the same surname, has previously used the name in connection with his goods in such manner and for such length of time as to make it a guaranty that the goods bearing the name emanate from him, he will be protected against the use of that name, even by a person bearing the same name, in such form as to constitute a false representation of the origin of the goods, and thereby inducing purchasers to believe that they are purchasing the goods of such other person.

OBITUARY.

James Bethune, Q.C., a prominent member of the Ontario bar, died at Toronto, Dec. 18, of typhoid fever. Mr. Bethune was born in Glengarry county in 1840, and called to the bar in 1862. Within a very few years he acquired a leading position in the profession, which he retained up to the time of his death. For five years he acted as county crown attorney for the united counties of Stormont, Dundas and Glengarry, where also for some time he performed the duties of deputy judge. Mr. Bethune was engaged in a great many of the most important cases that have come up in the sister province during recent years, and his services were highly esteemed. By the premature termination of his career the Ontario bar is deprived of one of its ablest members.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

QUEBEC, Dec. 6, 1884.

Before DORION, C. J., RAMSAY, TESSIER, CROSS and BABY, JJ.

DERY et al. (defts. below) Appellants, and HAMEL (plff. below), Respondent.

Sale of right to use invention — Warranty—Denial of signature—Procedure—Damages—Commercial matter.

1. *Where two persons sued jointly on a writing, plead together to the merits, they cannot afterwards urge that the signature to the writing is not the signature of both or of either of them, more especially in the absence of an affidavit denying the signature as required by Art.* 145 *C.C.P.*
2. *The sale of the right to use an invention contains a warranty that the invention is new and useful.*
3. *The purchaser of such right is not required to have the patent set aside before he can recover the price paid by him.*
4. *The use of a patent for manufacturing purposes is a commercial matter.*

RAMSAY, J. A great number of questions have been raised in this appeal, which is from a judgment in an action to recover back a sum of money paid for the cession of the rights of patent to manufacture and employ the said invention in the parishes of Deschambault and Cap Santé, the patent for which was originally acquired by one Stone. The most important question raised is whether both the appellants ought to be condemned, or only one of them, Cyprien Dery. They say that the signature "J. & C. Dery," is not the

signature of both or of either, and that really J. Dery is shown by the evidence to have had nothing to do with the transaction. The most effective answer to all this is that, sued jointly on the deed, they appeared together, and pleading together said they were justified in making the sale. Under these circumstances it seems idle now to make these distinctions, and further there is no affidavit as required by Art. 145 C. C. P. Appellants say this was not necessary because "J. & C. Dery" could not be the signature of either of them. It seems to me that this distinction cannot be maintained. When the law says "every denial of a signature" it evidently means "of what purports to be a signature," else a defendant might always neglect to make the affidavit, and say "Oh! it was not a signature, for I never signed it; it is therefore only the semblance of a signature, so far as I am concerned."

The next question in importance is as to the effect of the sale of the right to use an invention. Appellants say there was no special warranty, and the warranty of law is only that the patent exists. No authority could be brought forward in support of this pretention, nor has any parallel case been established. It evidently is not the sale of a chance, like the draw of a net, as was suggested. But it is not necessary to discuss this question minutely, for the deed from appellants to respondent contains a description, which amounts to a warranty, and which every patent implies, that the invention is new and useful. It would be strange, indeed, if that which can only exist at all on the pretention that it is new and useful, could be bought and sold as such, and yet be neither. The sale of patent rights, therefore, comes very specially under Art. 1522, C. C., and I would also draw the attention of appellants to the terms of the 35 Vic., c. 32, sections 19 and 20, which gives some additional force to what I have said as to express warranty.

Another question allied to that just referred to is, that the patent should have been set aside first. There might be something in this, if the existence of the patent was the only warranty, but that not being the case, respondent has no interest to set aside the patent, and therefore he was not called upon to raise that issue. It is said that under the proceedings taken, the patent might be declared neither new nor useful as regards respondent, and again be declared good and useful as regards somebody else. That is only to say that *res judicata* only binds the parties to the suit.

Appellants do not plead, nor do they urge in their factum, that the invention was new and useful. On this point nothing can be said. It appears Mr. Stone has disinterred from the history of dressing skins and hides, an exploded system two centuries old, for the special advantage of Her Majesty's lieges in the somewhat over-confiding Province of Quebec.

But it is said there is no proof of damage. The Court will not, in a case like this, interfere with the discretion of the Court below in assessing damages, unless they appear to be exorbitant under the circumstances, which they are not in this case. The respondent has been obliged to find funds, set agoing a business only to discover that he had purchased a troublesome suit. These damages are exemplary and they are not limited by article 1075 C. C.

As to the joint and several condemnation, we think the use of a patent for manufacturing purposes is a commercial matter.

Judgment confirmed.

COURT OF QUEEN'S BENCH.

QUEBEC, Dec. 6, 1884.

Before DORION, C. J., MONK, RAMSAY, CROSS and BABY, JJ.

LEMIEUX, Appellant, and LA CORPORATION DE ST. JEAN CHRYSOSTOME, Respondent.

Superintendent of Education—Jurisdiction.

Held, unanimously, that it is not necessary that the petition in appeal to the Superintendent of Education should contain affirmatively the allegation that the appeal to the Superintendent is authorized by three visitors, if it appear that there was such authorization. And it will be presumed the authorization existed when the sentence alleges it did, unless the fact be contradicted.

The School Commissioners decided that a school-house should be built on a particular site. The appeal was as to the site, and the Superintendent selected another site, and

ordered the Commissioners to build on the new site.

Held (by Sir A. A. DORION, C, J., MONK and CROSS, JJ.) that his sentence was valid, being within the powers of the Superintendent.

Held, (by RAMSAY and BABY, JJ.) that the Commissioners not having passed on the question of building on the new site, and the Superintendent having no original jurisdiction in the matter, he had exceeded his jurisdiction, which was exceptional, and consequently *de droit étroit. Vide* 40 Vic. c. 22, s. 11.

Judgment reversing the judgment of the Superior Court.

COURT OF QUEEN'S BENCH.

QUEBEC, Dec. 6, 1884.

Before DORION, C. J., MONK, RAMSAY, CROSS and BABY, JJ.

LA CORPORATION DU SACRÉ CŒUR, Appellant, and LA CORPORATION DE RIMOUSKI, Respondent.

Municipal Code, Art. 82.

Held, (reversing the judgment of the Superior Court) that Art. 82, M. C., gives the recourse of the old Municipality against the rate-payers of the new municipality, or such of them as are owners of lands subject to an old obligation, and not against the new municipality.

The Chief Justice intimated that as this case was evidently instituted to test a question of law between the two municipalities no costs would be allowed on the appeal.

SUPERIOR COURT.

[Enquête Sittings.]

MONTREAL, Dec. 13, 1884.

Before TORRANCE, J.

KENNEDY v. O'MEARA.*

Evidence—Proceedings in criminal prosecution —32 & 33 Vict. c. 30, s. 58.

The clerk of the Police Magistrate, being called as a witness in a civil suit, was asked to state the contents of a criminal information. This was objected to on the part of the defendant, on the ground that the prosecution in question was not terminated, and he cited 32 & 33 Vict. c. 30, s. 58.

The Court held that the rules of the Criminal Procedure Act cited only apply in criminal proceedings, and that copies of the proceedings in the criminal prosecution should be furnished on payment of the usual fees.

J. Crankshaw for plaintiff.

J. J. Curran, Q. C., for defendant.

* To appear in Montreal Law Reports.

SUPREME COURT OF CANADA.

OTTAWA, June 19, 1883.

Before RITCHIE, C.J., STRONG, FOURNIER, HENRY, TASCHEREAU and GWYNNE, JJ.

GRANGE (deft.), Appellant, and MCLENNAN (plff.), Respondent. (9 S. C. Rep. Can. 385.)

Promise of Sale, Construction of—Condition precedent—Mise en demeure.

The appeal was from a judgment of the Court of Queen's Bench, Montreal, reported in 6 L. N. 138.

On the 7th December, 1874, G. by a promise of sale, agreed to sell a farm to M., then a minor, for $1,200, of which $500 were to be paid at the time, balance payable in seven yearly instalments of $100 each, with interest at 7 per cent. M. was to have immediate possession and to ratify the deed on coming of age, and to be entitled to a deed of sale, if instalments were paid as they became due; "but if on the contrary M. fails, neglects or "refuses to make such payments when they "come due, then said M. will forfeit all right "he has by these presents to obtain a deed "of sale of said herein-mentioned farm, and "he will, moreover, forfeit all monies already "paid, and which hereafter may be paid, "which said monies will be considered as "rent of said farm, and these presents will "then be considered as null and void, and "the parties will be considered as lessor and "lessee." After M. became of age he left the country without ratifying the promise of sale; he paid none of the instalments which became due, and in 1879 G. regained possession of the farm. In October, 1880, M. returned and tendered the balance of the price, and claimed the farm.

The Supreme Court held (Strong and Taschereau, JJ., dissenting), reversing the

judgment of the Court of Queen's Bench, that the condition precedent on which the promise of sale was made not having been complied with within the time specified in the contract, the contract and the law placed the plaintiff *en demeure*, and there was no necessity for any demand, the necessity for a demand being inconsistent with the terms of the contract, which immediately on the failure of the performance of the condition *ipso facto* changed the relation of the parties from vendor and vendee to lessor and lessee.

Judgment of Q. B. reversed.

Doutre, Joseph & Dandurand for Appellant.
Davidson & Cross for Respondent.
R. Laflamme, Q.C., counsel.

SUPREME COURT OF CANADA.

OTTAWA, April 19, 1883.

Before RITCHIE, C.J., STRONG, FOURNIER, HENRY, TASCHEREAU and GWYNNE, JJ.

HARRINGTON et al. (defts. *en gar.*), Appellants, and CORSE (plff. *en gar.*), Respondent. (9 S.C. Rep. Can. 412.)

Will, Construction of—C.C. 899—Liability of universal legatee for hypothec on immoveables bequeathed to a particular legatee.

The appeal was from a judgment of the Court of Queen's Bench, Montreal, reported in 6 L.N. 148; 27 L.C.J. 79.

On the 30th April, 1869, S. being indebted to P. in the sum of $3,000, granted a hypothec on certain real estate which he owned in the city of Montreal. On the 28th June, 1870, S. made his will, in which the following clause is to be found: "That all my just "debts, funeral and testamentary expenses "be paid by my executors hereinafter named "as soon as possible after my death." By another clause he left to H. in usufruct, and to his children in property, the said immoveables which had been hypothecated to secure the said debt of $3,000. In 1879, S. died, and a suit was brought against the representative of his estate to recover the sum of $3,000 and interest.

The Supreme Court held (Strong, J., dissenting), reversing the judgment of the Court of Queen's Bench: That the direction by the testator to pay all his debts included the debt of $3,000 secured by the hypothec.

Per FOURNIER, TASCHEREAU, and GWYNNE, JJ.: When a testator does not expressly direct a particular legatee to discharge a hypothec on an immoveable devised to him, Art. 889 of the C.C. does not bear the interpretation that such particular legatee is liable for the payment of such hypothecary debt without recourse against the heir or universal legatee.

Judgment of Q.B. reversed.

Doutre & Joseph for Appellant.
S. Bethune, Q.C., and *Robertson, Q.C.*, for Respondent.

HIGH COURT OF JUSTICE.

[Crown Case Reserved.]

Nov. 29, 1884.

REGINA v. WELLARD.

Nuisance—Indecent Exposure—Public Place.

Case stated by the chairman of the Kent Quarter sessions.

The prisoner was convicted of the misdemeanour of indecently exposing his person to divers liege subjects of the Queen in a certain open and public place. The evidence showed that in the middle of the day the prisoner induced seven or eight little girls to go with him along a public footpath, and, after some distance, to turn off the footpath on to a place called the Marsh. Here the prisoner lay down out of sight of the footpath and committed the offence. When the prisoner and the girls turned off from the footpath they were, legally speaking, trespassing; but all persons who desired to do so were in the habit of going on to the Marsh, and no one interfered with them.

F. J. Smith, for the prisoner, contended that the Marsh was not at law a public place, and that the offence charged could not be committed on private property unless in view of persons in some public place and as of right.

No counsel appeared for the prosecution.

THE COURT (LORD COLERIDGE, C. J., GROVE, J., HUDDLESTON, B., MANISTY, J., and MATHEW, J.) affirmed the conviction, holding that to constitute the offence charged it was not necessary that it should be committed in a place to which the public were admitted to have access as of right.

Conviction affirmed.

[Crown Case reserved.]

May, 1884.

REGINA v. DE BANKS.

Larceny by bailee.

The prisoner was engaged by the owner of a horse to look after it for a few days, with authority to sell it. He sold it for £15. The owner having sent his wife to receive the money the prisoner showed her a check, but refused to hand it over, saying that he would go to the bank to cash it. He came out of the bank and said they would not cash it. Being again asked to hand it over, he ran away. Held, by Lord Coleridge, C.J., Grove, Field and Smith, JJ., (Stephen, J., dissenting), that the prisoner was rightly convicted of larceny of the £15.

The prisoner was indicted at the Shropshire Quarter Sessions for embezzling the money of his employer. The evidence, so far as it is material to the point reserved, was as follows :—Joseph Tuker, the prosecutor, proved: On the 11th January, I drove a chestnut mare into Chester with prisoner; I left her at Mr. Wild's, a butcher; I engaged the prisoner to look after her. I said to him: "Do the mare well, and I will be here on Wednesday morning and will pay you for your work;" he was to have charge of her till I came; I told him to pay for the keep till I came; I meant him to look after her altogether; I should not have objected to his doing anything else; on Saturday, January 12th, I saw prisoner; I asked him how the mare looked, and he said she was as lame as a cat; he said he had removed her to his father's house; I said I should be at Chester by the first train; I told him the mare should be sold on the Wednesday morning when I went, as she would not do for me; I sent my wife on that morning; I have never received a farthing from prisoner on account of the mare.

Annie Suker, wife of prosecutor, proved: I went to Whitchurch on the 16th of January; I saw prisoner in the street; I asked him if he had sold the mare he said he had not; I went with him to Wild's stables; saw mare taken out of the stables into the street; prisoner was riding the mare about the fair; Mr. Foster bought her; prisoner, Mr. Foster and Arthan went to the Queen's Head together; I was outside the door and watched; I saw Foster give prisoner some money; prisoner came out and showed me a check; he did not give it to me; he said we would go to the bank and get it cashed; I asked him for it several times but he would not part; he told me had sold the mare for £13; he came out of the bank and said they would not cash him the check; I asked him to give it to me, and said I would pay his expenses; he would not do so; I said he must come with me to Whitchurch, and I must have either the money or the mare; I had great difficulty in getting him to the station; at Whitchurch, when we got to the gasworks, he bolted down a little alley which leads to the canal; I ran after him and called, but he did not answer; I have never received any money for the mare.

Joseph Arthan proved the sale of the mare by the prisoner to Foster, and payment of £15 to the prisoner.

Robert Thomas, sergeant of police, proved that the prisoner absconded from Whitchurch on the 18th of January. The prisoner was arrested at Chester on the 31st of January.

The Chairman held there was no evidence to go to the jury of the defendant's employment as a servant, so as to make him guilty of embezzlement. It was then contended, on behalf of the defendant, that there was no evidence of the larceny of £15. The case was left to the jury who found "that the prisoner had authority to sell the mare and converted the money to his own use," and a verdict of "guilty of larceny" was recorded.

The question reserved for the opinion of this court was whether there was any evidence of larceny which could properly have been left to the jury.

No counsel appeared.

LORD COLERIDGE, C.J.—I think this conviction may be supported. There may be considerable room for doubt whether under the circumstances the prisoner was not entrusted as a servant; but we have not now to consider this point, the chairman having ruled otherwise, and the jury not having had the question left to them. The only point remaining is whether there is any evidence of

larceny. I think the effect of the evidence is that the prisoner was there to sell the mare, and receive the money for the prosecutor if he were present, and, if not present, then to sell and hold the money for him or his agent until he should come. I hold that the prisoner was a bailee of the money for the wife, who attended as agent of the prosecutor. She demanded the money, the prisoner refused, and thereupon the case falls directly within the words of the statute.

GROVE, J.—I am not free from doubt as to whether the prisoner was in the position of bailee. Although the evidence is ample that he took the money, yet it is clear that the money was not given to him on behalf of the prosecutor. But I think he is none the less a bailee by reason of his not having received the money directly from the hand of the prosecutor.

FIELD, J.—I agree, but not without some hesitation, that this conviction ought to be affirmed. The question is whether there was reasonable evidence that the prisoner was a bailee. It is important to note that the sale was for cash, that there had been no previous dealings between the parties, and that the prisoner was not a horse-dealer or agent who might probably be justified in mixing the money received with his own, as has been held in the case of a stock-broker charged with a similar offence.

STEPHEN, J.—I am sorry to be obliged to differ from the rest of the court, but this difference is due to the interpretation I place upon the facts rather than upon the application to them of any principle of law. I think the present case is governed by the case of *Regina* v. *Hassall*, 1 W. R. 708, L. & C. 58, where it was held that one who receives money, with no obligation to return the identical coins, is not a bailee of such coins within the 24 and 25 Vic. c. 96, sec. 3, under which the present prisoner has been convicted. Here there is nothing to show that the prisoner was bound to return the coins received for the horse, it was not so understood by the parties, and, in fact, the evidence negatives this view. The prisoner was authorized to sell the horse in the ordinary manner, and, if the check was part of the price paid, the wife raised no objection to his cashing it. If he had got it cashed at the bank no objection would have been raised, and the prosecutor would have been satisfied whether he got the check or the proceeds. If so, it cannot be said that there was any obligation on the prisoner to hand over the specific coins received.

I may mention also that under section 72 of the same statute, which permits a conviction for larceny under an indictment for embezzlement, as was done in the present case, there is no power to convict of larceny as a bailee; but I do not in any way base my judgment upon this, because I think simple larceny includes larceny by a bailee.

A. L. SMITH, J.—The difference of opinion between the members of the court arises more upon a question of fact than of law. Upon the evidence before us I agree with the majority of the court that the prisoner was rightly convicted as a bailee of the money demanded of him by the wife of the prosecutor.

Conviction affirmed.

NEW YORK SUPREME COURT, GENERAL TERM, OCTOBER 1884.

HAYES v. NEW YORK CENTRAL R. Co.

Railroad—Passenger's ticket.

If a passenger on a railroad train mislays his ticket, and acting in good faith fails to find it, until after the conductor rings the bell for the purpose of stopping the train and ejecting him; in an action against the carrier to recover damages for an unlawful ejection under such circumstances,

Held, that the omission to find and surrender the ticket or pay his fare before the bell rang is not equivalent to a refusal to do so.

Held, further, that the passenger is entitled to a reasonable opportunity to find his ticket if he can, and in default to pay his fare, and it is a question of fact for the jury to determine whether or not such reasonable opportunity was allowed.

Appeal from judgment entered upon a nonsuit directed at Oneida Circuit, May, 1884, and from an order denying a motion for a new trial on the minutes. The action is brought to recover damages for ejecting plaintiff from the train on its passage from

Utica to Rome on the morning of September 11, 1881. At the close of the evidence the defendant moved for a nonsuit which motion was granted and plaintiff excepted.

MERWIN, J. Concededly the plaintiff had a ticket from Utica to Rome, that he had purchased the afternoon before. As to what occurred just prior to his ejection, there is a conflict of evidence. On the part of plaintiff, there was evidence tending to show that as the conductor came along and asked the plaintiff for his ticket he tried to find it and couldn't; told the conductor he had one and would find it in a minute; felt through his pockets, said to the conductor, "you go through the train and by the time you come back I will find my ticket, if I don't, I have money to pay my fare;" that the conductor said, "find your ticket or get off the train;" that the plaintiff said, "maybe you better put me off this train;" that then the conductor pulled the bell-rope to stop the train; that before it fully stopped the plaintiff found his ticket and offered it to the conductor who refused to take it and put the plaintiff off.

On the part of the defendant the conductor testified that the plaintiff was in the next to the last car; that as he came along he asked him for his ticket; that the plaintiff found what was apparently a ticket and the occurrence then proceeded as follows: "I asked him for his ticket: he said he would not give it to me until he got to Rome; I said if you don't give me that ticket I will have to put you off; he said, I won't give it to you; I said, very well, I will have to stop the train and put you off; I then rang up the train, the train stopped at once, then I told him to get out; he got up and walked out down on the ground, then he wanted me to take the ticket and I refused; I told him I had stopped the train to put him off and I wouldn't carry him; I didn't stop that train for any purpose except to have him get off; the rules are, ring up the train and put off a man who don't show his ticket or pay his fare."

The nonsuit was granted apparently upon the theory that as according to the plaintiff's evidence, the ticket was not produced and tendered before the bell was actually rung therefore the conductor was justified in putting the plaintiff off.

The counsel for defendant claims that the omission to produce the ticket was equivalent to a refusal, and brings the case within *Hibbard* v. *N. Y. & E. R. Co.*, 15 N. Y. 455. In that case the plaintiff had a ticket from Hornellsville to Scio; had shown it to the conductor once, and then, afterward and after the train had passed another station, was asked to show it again and refused and was put off. It was held at Circuit that he was not bound to show it again: but the Court of Appeals held that he was, and that a rule to that effect was reasonable, and reversed the judgment.

In *O'Brien* v. *N. Y. C. & H. R. R. Co.*, 80 N. Y. 236, it is said by Rapallo, J., that if in consequence of the fractious refusal of a passenger to pay the full fare the company has a right to demand, the train is stopped for the sole purpose of putting him off, he is not entitled to insist on continuing his trip on paying the fare, but may be removed from the train. If, however, the stoppage is at a station, a tender before removal would answer. *Guy* v. *N. Y., O. & W. R. Co.*, 30 Hun, 399; *Pease* v. *D. L. & W. R. Co.*, 16 W. Dig. 266.

In *Maples* v. *N. Y. & N. H. R. Co.*, 38 Conn. 558, the rule is laid down that a passenger whose ticket is mislaid is entitled to a reasonable time to find it.

In *Railroad Co.* v. *Garrett*, 8 Lea (Tenn.), 438, it was held that a passenger who gets upon a train in good faith, in ignorance of the fact that a tax certificate would not pay his fare, having no intention to impose upon the carrier, cannot be treated as a mere trespasser, but on failure or refusal to pay his fare after request and after reasonable opportunity allowed to comply, he may be ejected, but if before eviction another person offer to pay the fare the carrier is bound to receive it and convey the passenger. The offer in that case was after the bell was rung to stop the train. In the present case if the ticket of the plaintiff was mislaid and he in good faith was trying to find it, he was entitled to a reasonable time to enable him to do so, if he could, and if in case of failure to find it after such reasonable opportunity he was willing and ready to pay his fare, the conductor had no right to put him off. Whether

or not the plaintiff was allowed such reasonable opportunity to find his ticket or pay his fare was, upon the evidence on the part of plaintiff, a question of fact to be determined by the jury. If so the nonsuit was improperly granted.

A question is made by the appellant that the removal was not at or near any dwelling house. This is not set up in the complaint, and no point was apparently made about it at the trial. It does not seem important to consider it here.

The judgment should be reversed and nonsuit set aside and new trial granted, costs to abide the event.

Hardin, P. J., and Follett, J., concur.

CANADA GAZETTE NOTICES.

Parliament is called for the dispatch of business, on Thursday, January 29, 1885.

The Royal Canadian Insurance Company gives notice of an application for authority to reduce its capital stock to $500,000, each share to be $25, of which $20 paid up and $5 subject to be called in, and to amend its charter otherwise.

Les Fidèles Compagnes de Jésus, of district of Saskatchewan, are applying for an act of incorporation.

The Tecumseh Insurance Company will apply to revive its Act of Incorporation, 45 Vict. c. 105.

The Brantford, Waterloo and Lake Erie Railway Company will apply for an act of incorporation.

The Hamilton Provident and Loan Society asks for a declaratory act as to powers, and for other purposes.

The Pension Fund Society of the Bank of Montreal asks for an act of incorporation.

An Act is sought to incorporate a company to build and maintain a bridge across the St. John River, at or near Fredericton, N. B.

The City of Toronto applies for an act to regulate the use of the esplanade by railway companies, &c.

The Canada Granite Company, Ottawa, applies for Letters Patent.

RECENT U. S. DECISIONS.

Fire Insurance—Introduction of new partner into firm avoids.—The sale or transmutation of the various interests between partners themselves, and nobody else having the control, and leaving the possession where it was, does not invalidate the policy; but the introduction of a new partner, with an investiture of an interest in him which he did not have before, does invalidate the policy. Cir. Ct., D. Minnesota, June 26th, 1884. *Drennen* v. *London Assurance Corp.* Opinion by Miller, J. (20 Fed. Rep. 657.)

LIABILITY OF A TELEGRAPH COMPANY.

The New York Superior Court, in the recent case of *Milliken* v. *The Western Union Telegraph Co.*, decided an interesting question relative to the obligations existing on the part of a telegraph company towards the receiver of a message. The plaintiff in this case, a broker in plays, sued the defendant for damages resulting from loss of sale of a play, from the failure of defendant, through mere carelessness and negligence, as alleged, to deliver a cable message sent to plaintiff from Paris, which defendant had agreed to deliver, but had declined to receive pay in advance, proffered by plaintiff. The defendant demurred to the complaint, claiming that the receiver of a message could not hold a telegraph company liable to him *ex contractu* other than upon the contract entered into between the company and the sender of the message.

In rendering its opinion the Court said: "Giving to the facts alleged in the complaint, and admitted by the demurrer, the consideration most favorable to the plaintiff, and giving full weight and every reasonable intendment and inference in support of his action, I am yet unable to find any contract between him and the defendants, or any privity between them, or any special duty or obligation on their part to him, or any consideration moving from the plaintiff to the defendant sufficient to support a contract between them, for the breach of which a right in him to recover damages from the defendant could arise."—*New York Daily Register.*

GENERAL NOTES.

The *Legal News* (Montreal) sends us the first number of "The Montreal Law Reports," a new series, to be published in connection with that journal, containing decisions of the Superior Court, Court of Review, and Court of Queen's Bench. The number is very handsomely printed, and apparently well edited.—*Albany Law Journal.*