THE

LEGAL NEWS.

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CURRENT TOPICS AND CASES

Lord Roseberry's bill respecting the appointment of colonial judges to the Judicial Committee of the Privy Council was probably intended merely as a tentative measure, and as a concession in part to the popular sentiment in favor of a *rapprochement* between the mother country and her colonies. No salary, or at all events, no adequate salary was provided, and so far as Canada is concerned, it would seem out of place to provide a judicial salary for the sake of having a Canadian judge present in the few cases which reach the Privy Council from this country, and why should Canada pay a judge to hear cases from other colonies? Then, again, only judges are qualified for the appointment, but in Canada, as in most places, the duties of a judge are too important to admit of his frequent and prolonged absence from the country. It has been announced that Chief Justice Strong, of the Supreme Court of Canada, has been appointed. This seems to be in accord with the tentative character of the whole arrangement. Sir S. H. Strong has been 27 years on the bench, and is the head of a court which although not overdriven like the Supreme Court of the United States, has nevertheless so much to do that it could ill

afford to dispense with the presence of its chief. Nor is it likely that the Chief Justice is prepared to cross and recross the Atlantic in the performance of his duties. Possibly, however, an ample retiring allowance might tempt a judge who desired to spend part of the year in England, to retire from office in order to accept the position of a member of the Judicial Committee.

Fourteen or fifteen years ago, when the roll of the Court of Appeal in Montreal constantly showed over one hundred cases ready for hearing, it was suggested that the system of terms should be abolished, and that the Court should have power to arrange its sittings to suit the business—that it should sit three or four days at a time, and then rise for a brief interval to enable it to deliberate on the cases heard. The difficulty created by the sittings at Quebec, the holding of the criminal terms in the two cities, and the lack of elasticity in our judicial system, prevented this plan, which was warmly espoused by the late Mr. Justice Ramsay, from being carried out. At the present moment, however, the Court finds the wish realized, and without the necessity of adding to the number of terms or sessions. In November the Montreal business was disposed of in four days and a half, and several other terms have been equally short. This change has been brought about, in part, by legislation restricting the right of appeal to the Queen's Bench, and in part by enabling parties to go from the Court of Review to the Supreme Court, without passing through the Queen's Bench. The result is that while formerly serious cases were not taken to the Court of Review, many such cases are by preference now taken to that court, with the intention of afterwards going directly to the Supreme Court. A considerable part of the relief afforded to the Queen's Bench has therefore been obtained at the cost of overburdening the Court of Review. The result is that the sittings of the latter court have necessarily

been greatly extended. Over 300 judgments have been rendered by it during the past twelve months, and during the month of November alone about sixty judgments were rendered. The Court has made a vigorous effort to keep pace with the rush of business, and with the help of the judges from the rural districts the roll has at last been reduced to manageable proportions.

SUPREME COURT OF CANADA.

OTTAWA, 5 Nov., 1896.

TURCOTTE v. DANSEREAU.

Quebec]

Appeal—Final judgment—Judicial proceeding—R. S. C. c. 135, s. 29—54 *& 55 V., c.* 25, *s.* 4—*Controversy—Action on promissory note—Bills of Exchange Act,* 1890.

In an action on promissory notes amounting with interest to the time of issuing the writ to $1997.92, the conclusions of the declaration asked for judgment for principal, and interest from that date until payment. Judgment was entered by default for over $2,000 in October, 1889. In April, 1892, the defendant filed an opposition to vacate the judgment, and setting up exceptions and pleas to the action. The opposition was dismissed by the Superior Court and Court of Queen's Bench, and an appeal having been taken to the Supreme Court, the respondent moved to quash it for want of jurisdiction.

Held, that the opposition was a "judicial proceeding" under sec. 29 of the Supreme & Exchequer Courts Act, and subject to appeal to this Court, that the amount in controversy on such appeal was the amount due on the judgment attacked by the opposition at the date of the decision of the Court of Queen's Bench dismissing it, and as that amount was over $2,000, the appeal would lie.

Motion to quash refused with costs.

Lajoie for the motion.
Languedoc, Q.C., contra.

5 Nov., 1896.

New Brunswick]

TORROP v. IMPERIAL INSURANCE CO.

Fire insurance—Condition in policy—Breach—Change of interest—Chattel mortgage—Waiver of forfeiture—Powers of agent.

A fire insurance policy on a spool factory and machinery, contained a condition providing that if "the said property shall be sold or conveyed, or the interest of the parties therein changed," the policy would be void.

Held, affirming the decision of the Supreme Court of New Brunswick, that a chattel mortgage of the property executed by the assured was a "change of interest" within the meaning of said condition and forfeited the policy.

Held, further, that an agent whose powers were limited to receiving applications to be forwarded to the head office, and collecting the first premiums on delivery of the policy when issued, had no authority to waive the forfeiture caused by the breach of said condition.

Appeal dismissed with costs.

McLean, for the appellant.

Pugsley, Q.C., and *Hanington, Q.C.*, for the respondents.

CHANCERY DIVISION.

LONDON, 6th November, 1896.

Before KEKEWICH, J.

In re THE EASTMAN PHOTOGRAPHIC MATERIALS COMPANY'S TRADE-MARK (31 L. J.)

Trade-mark—Descriptive word—'Solio'—Registration—Patents, Designs, and Trade-marks Act, 1888, *s.* 10, *subs.* 1, (*e*).

This was a motion asking that the Comptroller-General of Patents might be directed to register the word 'Solio' in connection with photographic paper. The Comptroller had refused to register the word upon the ground that it indicated the character and quality of the goods. It was apparently the practice of the Comptroller not to put on the register the word 'sun' or 'sol' in connection with photography. The question was whether

this was a word 'having no reference to the character or quality of the goods' within the meaning of the Patents, Designs, and Trade-marks Act, 1888, s. 10, subs. 1 (*e*).

KEKEWICH, J., said that it was important, for the sake of the public, that there should be a continuity of practice in the office of the Comptroller, and that, in his opinion, the decision of the Comptroller was right, as the word 'Solio' connoted the idea of 'sol' or the 'sun,' and therefore had reference to the 'character of the goods.'

HOW GREAT LAW OFFICES WORK.

If I were a young lawyer again, just striving for my first honors, and looking for a place to settle," said Benjamin F. Tracy to a young attorney the other day, "I am sure I could not do better than begin right here in New York City or in Brooklyn. I have passed through the mill and my experience has convinced me that there are more openings here, and there is as much chance to get to the top, and when you do get there the rewards are far greater than anywhere else in the United States."

Whether the General is right or not, it is highly probable that he will be supported in this opinion by the greater part of the well-established lawyers of the two cities. Nevertheless a great deal can be said on the other side of the question.

The remarkable changes that have taken place within the last ten years in all the great cities of the United States, but more particularly in this city, in the organization of great law firms and in the conduct of their business, has compelled the law clerk or the young lawyer to become a part of a rigid system that without doubt repels the more ambitious.

The old practice of a young man just admitted of "hanging out his shingle," as the saying goes, has become nothing more than a tradition. In this city more than 99 per cent. of the young lawyers do not even take desk room as independent practitioners, but become law clerks. That means working under orders, submitting to the drudgery that the older clerks will not endure and sinking one's identity behind the army of assistants that the members of the firm direct. This, moreover, is not solely the experience of the clerk and the young attorney. There are hundreds of lawyers in this city, men in the prime of life and members of well-established firms, who are never heard

of for the simple reason that their names do not appear in the firm's style and that business is transacted with the firm or corporation (as it might be called), the individual being of little moment.

The conduct of one of these large offices is similar in a great many respects to the management of a great newspaper office. The office staff is usually divided into two general classes. There is the corps of business clerks and there is the corps of law clerks. The business clerks have nothing to do whatever with law matters. They attend solely to the commercial requirements of the firm and perform their duties under regulations similar to those of any other business establishment. They are directed in their labors by a chief clerk, who is responsible to the member of the firm who takes supervision of the office assistants.

The corps of law clerks is the one of which the aspiring young attorney becomes a member. They have wholly to do with law matters. These clerks are young men and women who are studying for the bar or have been admitted. Of the latter class it is true the most are young men, but unfortunately it is a fact, and one that often demonstrates the fault of the new system, that a lawyer with fair capabilities never rises above the grade of the law clerk. Just how many of these law clerks there are in this city is not a matter of statistics and it would be very difficult to make anything like a correct estimate. Their number will reach into the thousands and the tens of thousands. Add to this number those in Brooklyn, and the total will be increased by some thousands more.

The law clerks are captained by a clerk who is dignified by the title of managing clerk. In almost all cases he is a lawyer, and the senior clerk in the office. In many instances he is in the prime of life. In large offices the managing clerk has usually worked himself up from office boy or student.

So extensive is the tendency toward the consolidation of all of the law business with very large firms, to the exclusion of the small practitioner, that some of these managing clerks have from twenty-five to thirty men working under them.

It used to be the general impression, and the fact as well, that when a lawyer had made his reputation he didn't trifle with very small cases. Under the present system, however, this is all changed. One of these large law corporations never finds the

case, with certain limitations, that is too small for its attention. This further complicates the duties of the managing clerk.

The under clerks find out what they have to do from the managing clerk, and this dignitary gives out his orders in much the same way that a city editor does to his staff of reporters. The managing clerk has both his case book and his calendar. In his case book are entered all of the cases as they come into the office classified as to the course in which they arise and sometimes by the nature of the action. This classification having been made the cases are apportioned by classes to the different clerks who attend usually to those particular cases. After once having been appointed to look after a case each clerk is expected not only to keep exact minutes of its progress, but to report the same to the managing clerk, who enters the fact upon his records.

The assignments of clerks to the attendance of cases in court or to the other duties in the office are made from the day calendar and usually on the afternoon preceding the day on which the duty is to be performed. If the task to be imposed be the drawing of pleadings the assignment is usually made before this, but it is not so necessary that the managing clerk should look after this particular line of work on the day calendar, for it is very rarely that a clerk having charge of a particular case overlooks so formal a matter as that.

The particularity with which details have to be cared for makes the most rigid system necessary. All of the most interesting parts of the practice are looked after by the junior members of the firm, or by the senior clerks, who are lawyers. The pleasing experiences of fame and fortune that the young man dreams of as a student are not open to him in the stern practical life that he encounters in working for one of these firms. The pay of the clerk ranges all the way from $3 a week to $5,000 a year. The man who would command the larger sum must be a well-equipped lawyer. If he had been able to establish himself in business with his ability at the same period of life he ought to be able to net from his practice three times that sum.

Whatever may be said in favor of the present system, it is certain that it is following the consolidation movement in other lines of business. It is very difficult for a young lawyer unless he is exceedingly bright to rise from the rank of the clerk to that of a partner in the firm. Such progress is known and

occasionally noted, but it is indeed rare. It is the height of the ambition of every aspiring young lawyer to become an advocate, or what is known in common parlance as a trial lawyer. By working up through a clerkship it will take years of patient toil and the demonstration of ability in many lines before the clerk will have an opportunity to try a case, and thereby have the prospect of membership in the firm held open to him. Many young men who are called to the bar have far more fitness for the trial of cases than for following with scrupulous accuracy the details of a large office. It has been shown time and again that such men frequently develop fair ability on the trial of their first case and in a short while become able to try a case with much more skill than many lawyers of established standing at the bar. It is usually the case, too, that not only are these born advocates more or less unqualified for the routine work of an office, but such duties are positively offensive to them.

Such are the facts that cause the best recruits to the bar to hesitate before they will accept a clerkship in a large office, however alluring the prospect may seem when the offer is made.

The same considerations are driving many young men into the small towns up the state and in the far west. The records of the alumni of the law schools will prove that they do have this tendency. The fact is also depriving New York city and Brooklyn of legal timber of which they are in great need.

Elihu Root is quoted as having said recently that never before in the history of this city has the bar been in such dire need of young lawyers of good promise. The judges who preside at the trials in our Supreme Court or in our criminal courts say that in all the host of lawyers in this city there are not a score who can try a case well. They will say that not one lawyer in a hundred who endeavors to try a case understands the most necessary principles underlying the cross-examination of a witness or the summing up to a jury. One of the best-known judges in this State stated not long ago that it was a rare thing in his experience to find one of these so-called trial lawyers who knew how to put in an objection in a strictly legal form or impeach a witness on his cross-examination.—*Law Student's Helper.*

FIRE INSURANCES AND SUBROGATION.

It is well settled that a policy of fire insurance is a contract of indemnity, and that the insurer on making good the loss is entitled to stand in the place of the insured. If, therefore, at a subsequent time the person insured receives from another source compensation for the loss which he has sustained, the insurer can recover from him any sum which he may have received in excess of the actual amount of the loss. Thus if a landlord insures against fire by a policy which covers gas explosions, and the tenant's covenant to repair contains an exception for the case of fire only, the insurers can recover the amount of the insurance money from the landlord in the event of the demised premises being damaged by gas and of the tenant reinstating them in pursuance of his covenant. And in *Castellain* v. *Preston* the Court of Appeal held that the doctrine of subrogation as between insurers and insured is applicable in its largest possible form; in the words of Lord Esher, 'the underwriter is entitled to the advantage of every right of the assured, whether such right consists in contract fulfilled or unfulfilled, or in remedy for tort capable of being insisted on or already insisted on, or in any other right, whether by way of condition or otherwise, legal or equitable, which can be or has been exercised or has accrued, and whether such right could or could not be enforced by the insurer in the name of the assured, by the exercise or acquiring of which right or condition the loss against which the assured is insured can be or has been diminished.' This definition seems at first sight sufficiently extensive, though Lord Esher guarded himself by saying that, if it is not so, he must have omitted to state something which ought to have been stated. And it must now be supplemented by the corollary that the insurer is entitled to recover from the insured the full value of any rights or remedies against third parties which the insured has renounced, and to which, but for such renunciation, the insurer would have a right to be subrogated. This seems to be the result of the recent case of *The West of England Fire Insurance Company* v. *Isaacs*, in which the company recovered the amount which they had paid to the defendant in respect of damage by fire to a warehouse of which he was tenant; the defendant having for his own reasons released his landlord from a covenant to make good such damage, and thereby having deprived the company of their right of subrogation.—*Law Journal* (London).

HOW CASES ARE DECIDED.

The way cases are considered and disposed of by the Supreme Court of the United States was described by Mr. Justice Brewer in the course of his response to a toast at a banquet given by the Bar of the Sixth Federal Circuit at Cincinnati, October 3, 1896. On this point he said:

"In my intercourse with the members of the bar I have found to my great surprise that the impression prevails with some that cases, after being submitted, are divided among the judges, and that the court bases its judgment in each case wholly upon the report made by some one judge to whom that case has been assigned for examination and report. I have met with lawyers who actually believed that the opinion was written before the case was decided in conference, and that the only member of the court who fully examined the record and briefs was the one who prepared the opinion.

"It is my duty to say that the business in our court is not conducted in any such mode. Each justice is furnished with a printed copy of the record, and with a copy of each brief filed, and each one examines the records and briefs at his chambers before the case is taken up for consideration. The cases are thoroughly discussed in conference—the discussion in some being necessarily more extended than in others. The discussion being concluded,—and it is never concluded until each member of the court has said all that he desires to say,—the roll is called, and each justice present and participating in the decision votes to affirm, reverse, or modify, as his examination and reflection suggest. The chief Justice, after the conference, and without consulting his brethren, distributes the cases so decided for opinions. No justice knows, at the time he votes in a particular case, that he will be asked to become the organ of the court in that case; nor does any member of the court ask that a particular case be assigned to him.

"The next step is the preparation of the opinion by the justice to whom it has been assigned. The opinion, when prepared, is privately printed, and a copy placed in the hands of each member of the court for examination and criticism. It is examined by each justice, and returned to the author, with such criticisms and objections as are deemed necessary. If these objections are of a serious kind, affecting the general trend of the opinion, the

writer calls the attention of the justices to them, that they may be passed upon. The author adopts such suggestions of mere form as meet his views. If objections are made to which the writer does not agree, they are considered in conference, and are sustained or overruled as the majority may determine. The opinion is reprinted so as to express the final conclusions of the court, and is then filed.

"Thus, you will observe, not only is the utmost care taken to make the opinion express the view of the court, but that the final judgment rests, in every case decided, upon the examination by each member of the court of the record and briefs. Let me say that, during my entire service in the Supreme Court, I have not known a single instance in which the court has determined a case merely upon the report of one or more justices as to what was contained in the record and as to what questions were properly presented by it. When you find an opinion of the court on file, and published, the profession have a right to take it as expressing the deliberate views of the court, based upon a careful examination of the records and briefs by each justice participating in the judgment."

RECENT U. S. DECISIONS.

Arson.

Setting fire to one's own dwelling house is held, in *State* v. *Sarvis* (S. C.) 32 L. R. A. 647, not to be arson either at common law or under a statute making it arson to set fire to "any house," even when the property is insured.

Banks.

The theft by a cashier of securities held by a bank as a special deposit was held, in *Gray* v. *Merriam* (Ill.) 32 L. R. A. 769, to make the bank liable if it had permitted him to have access to them after he was known to be speculating on the Board of Trade, and accepted his statement that he was using his own money, without knowledge that he had anything except his salary.

The similar case of *Merchants' Nat. Bank* v. *Carhart* (Ga.) 32 L. R. A. 775, held the bank liable for such theft by a cashier where the bank did not show that it had exercised proper super-

vision of him without discovering any indications of dishonesty or any reasons for distrusting him.

A drawee bank which pays a draft relying on a forged indorsement thereon of the name of a fictitious person to whom the payee indorsed it innocently as the result of a fraud practised upon him is held, in *Chism, C. & Co.* v. *First Nat. Bank* (Tenn.) 32 L. R. A. 778, to be liable to the payee.

Bicycles.

The right of a bicycle rider to pass on the right-hand side in meeting a truck which is turning toward that side to the curb of the street is held, in *Peltier* v. *Bradley, D. & C. Co.* (Conn.) 32 L. R. A. 651, to be not absolute, and he is held not to have the right to assume that the driver must turn out for him, but is bound to exercise the same degree of care which is required of the driver in order to avoid a collision.

Carriers.

The murder of a passenger when asleep in a sleeping car, by some intruder, stranger, or fellow-passenger, is held, in *Ball* v. *Chesapeake & O. R. Co.* (Va.) 32 L. R. A. 792, insufficient to render the carrier liable if there was nothing to indicate to it or its employees any impending danger or to arouse their suspicions.

Constitutional Law.

A statute making it unlawful for barbers to do business on Sunday, without applying to other classes of business, is held, in *Eden* v. *People* (Ill.) 32 L. R. A. 659, and *Ex parte* Jentzsch (Cal.) 32 L. R. A. 664, contrary to the New York decision in *People* v. *Havenor*, 31 L. R. A. 689, to be unconstitutional.

Possession of opium without having a license therefor, or without having obtained it on the prescription of a physician or pharmacist for medicinal purposes, is held, in *Mon Luck* v. *Sears* (Or.) 32 L. R. A. 738, to be within the power of the legislature to prohibit as a criminal offence.

A statute requiring emery wheels to be provided with blowers to carry away the dust arising from their operation is held, in *People* v. *Smith* (Mich.) 32 L. R. A. 853, to be a constitutional exercise of the police power, at least so far as it applies to dry wheels and to the protection of persons continuously employed over them.

Damages.

Injury to feelings and affections alone is held, in *Morton* v. *Western Union Telegraph Co.* (Ohio) 32 L. R. A. 735, insufficient to sustain an action for damages for negligent failure of a telegraph company to deliver a message.

Electrical Uses.

In case of a patrolman killed by contact with an electric light wire, it was held, in *Suburban Elec. Co.* v. *Nugent* (N. J.) 32 L. R. A. 700, that the mere fact of such contact did not raise a presumption of his negligence which would justify a nonsuit in an action against the electric company for his death.

Freedom of the Press.

A contract by the owner of a newspaper or other periodical, binding himself against editing or being connected with another journal in the same locality, is held, in *Cowan* v. *Fairbrother* (N. C.) 32 L. R. A. 829, to be valid and not to infringe the constitutional guaranty of the freedom of the press.

Gift.

A Christmas gift by check to an employee according to a habit of previous years, although made in forgetfulness of a recent increase in his salary, is held binding in *Pickslay* v. *Starr* (N.Y.) 32 L. R. A. 703, although the donor charged it to the employee's account a few days later but did not give him notice of the fact for several months.

Guaranty.

A renewal after notice of the death of a guarantor, of paper discounted by a bank during his life, is held, in *Gay* v. *Ward* (Conn.) 32 L. R. A. 818, to constitute a payment so far as his estate is concerned, and to terminate his liability.

Insurance.

Death from asphyxiation by illuminating gas while the insured was asleep is held, in *Fidelity & C. Co.* v. *Waterman* (Ill.) 32 L. R. A. 654, to be not covered by a clause excluding injuries from poison "or anything accidentally or otherwise taken, administered, absorbed, or inhaled."

Landlord and Tenant.

Reasonable care to have the common halls and stairways of a building in which apartments are leased fit for use for the

passage of tenants is held, in *Gleason* v. *Boehm* (N. J.) 32 L. R. A. 645, not to include an obligation of the landlord to furnish lights at night, and he is therefore held not liable for injury to a visitor of a tenant who fell while trying to find the stairway in the dark.

Markets.

The occupant of a stall in a market under a provision in town laws that his license may be revoked for any cause which the board may deem sufficient is held, in *Hutchins* v. *Durham* (N.C) 32 L. R. A. 706, to be a mere licensee, and not a lessee; and after the expiration of his license he is not in the position of a tenant holding over, but may be expelled as a trespasser if he refuses to vacate.

Negligence.

The rule that one who collects on his own premises a substance liable to escape and cause mischief must use reasonable care to restrain it, is applied in *Defiance Water Co.* v. *Olinger* (Ohio) 32 L. R. A. 736, to a large iron tank or standpipe containing water which stood within 50 yards of a dwelling house occupied by a servant of the owner of the tank; and the latter was held liable for injury to a guest of the tenant resulting from the bursting of the tank.

Injury to a child while playing on a pile of railroad bridge ties in the railroad yard, which is fenced except on the side along the railroad track, and out of which the servants of the company always ordered any children found there, was held in *Missouri K. & T. R. Co.* v. *Edwards* (Tex.) 32 L. R. A. 825, not to render the railroad company liable, as it was under no obligation to pile the ties so as to prevent injury by children climbing upon them.

The completion and acceptance of a contractor's work in reconstructing a building is held, in *Daugherty* v. *Herzog* (Ind.) 32 L. R. A. 837, to terminate his liability for negligence in the work, so far as to prevent any right of action against him by a third person subsequently injured.

Nuisance.

The recovery in a single action, of damages, both present and prospective, for failure to make a sufficient passageway for water through a railroad embankment, is held proper in *Ridley* v. *Seaboard & R. R. Co.* (N. C.) 32 L. R. A. 708, provided either party to the action demands that permanent damages be assessed.

Recipes.

The recipes prepared by a color mixer for the use of his employers in the manufacture of their carpets are held, in *Dempsey* v. *Dobson* (Pa.) 32 L. R. A. 761, to belong to the employers, so far, at least, as to give them the right to the use of the various colors and shades produced by them; and where he entered them in a book of his own, instead of a book furnished him for that purpose, the employers have a right to some record or register of the recipes.

A CURIOUS CASE.

The motives inciting crime are, as shown by judicial annals, many and varied; but among them none more incomprehensible can be found than that which urges a man weary of life to commit a capital offence solely for the purpose of perishing by the hand of the law, thereby avoiding incurring the guilt of suicide. Such instances have been known. Among them the following case, which occurred in Philadelphia in 1760.

Captain Bruluman had been brought up a silversmith, a business he left to enter the army, where he became an officer in the Royal American regiment, but was degraded for being detected in counterfeiting or uttering base money. He then returned to Philadelphia, and growing insupportable to himself, and yet unwilling to put an end to his own life, he determined upon the commission of some murder, for which he would be hanged by the law. Having formed this design, he loaded his gun with a brace of balls and asked his landlord to go out shooting with him, intending to slay him before his return; but the lucky landlord, being particularly engaged at home, escaped the danger. He then went out alone, and on his way met a man whom he was about to kill, but recollecting that there were no witnesses to prove him guilty, he suffered the person to pass. Afterwards going to a tavern, in the tap he drank some liquor, and hearing people playing at billiards in a room above that in which he sat, he went upstairs and entered into conversation with the players, in apparent good humor.

In a little time he called the landlord, and desired him to hang up his gun. Mr. Scull, a party engaged in the game, having struck his antagonist's ball into one of the pockets, Bruluman said to him, "Sir, you are a good marksman; now I'll

show you a fine stroke." He immediately took his gun, levelled it, deliberately took aim at Mr. Scull, who imagined him in jest, and shot both the balls through his body. He then went up to the dying man, who was still sensible, and said to him, "Sir, I have no malice or ill-will against you; I never saw you before; but I was determined to kill somebody that I might be hanged, and you happen to be the man; and I am sorry for your misfortune." Mr. Scull had just time left in this world to send for his friends and make his will. He forgave his murderer, and, if it could be done, desired he might be pardoned. Bruluman died on the gallows, exulting in the success of a scheme by which he deemed himself not guilty of his own death, though he effectually shortened his own life.—*The Green Bag.*

GENERAL NOTES.

NEW COMPETITORS.—A New York judge, says a contemporary, has appointed three women lawyers receivers of insolvent estates. What is going to become of the men if this sort of thing continues?

JUDICIAL KNOWLEDGE.—A Federal judge lately charged a jury in a liquor case as follows: "In later years there seems to have been a disposition to deny or ignore judicial knowledge as to what constitutes intoxicating liquors, and the courts have manifested a desire to disavow any judicial knowledge on this subject. At the same time some of the courts have not hesitated to impute to juries an extensive knowledge and information in this regard. This court, however, will follow the precedent established by the decision of Chancellor Walworth upon this subject, and will assume judicial knowledge concerning intoxicating liquors..... In a trial in the state of Wisconsin, where this question arose in 1883, the trial judge declared that a man must be almost a drivelling idiot who did not know what beer was, and that it was not necessary to prove it to be an intoxicating liquor. Later the Supreme Court of that State, in passing on the charge of the trial judge, declared that his rulings in the case upon this question were not only clearly correct, but if his peculiar manner gave them force and emphasis it was not only proper but commendable. This court, therefore, will neither stultify itself nor impeach its own veracity by telling you that it has not judicial knowledge that the liquor commonly known as 'whiskey' is an intoxicating liquor, or that the drink commonly called a 'whiskey cocktail' is an intoxicating drink."