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HINTS TO YOUNG PRACTITIONERS.

The following letter of Mr. Wirt to Mr. Gilmer is from the *Virginia Law Journal*:—

Richmond, August 29, 1815.

My dear Francis,—I received last night your letter of the 15th inst., announcing your arrival at Winchester, and thank you for this early attention to my anxiety for your welfare. We have you at last fairly pitted on the arena—stripped, oiled, your joints all lubricated, your muscles braced, your nerves strung; and I hope that ere long we shall hear that you have taken the victim bull by the horn, with your left hand,

—— durosque reducta
Libravit dextra media inter cornua cæstus
Arduus, effractoque illisit in ossa cerebro.
Sternitur, exanimisque tremens procumbit humi bos.

I perceive that you are going to work, pell-mell, *nec mora, nec requies*; that's your sort; give it to them thicker and faster!

Nunc dextra ingeminans ictus, nunc ille sinistra.

It is this glow and enthusiasm of enterprise that is to carry you to the stars. But then bear in mind that it is a long journey to the stars, and that they are not to be reached *per saltum*. "Perseverando Vinces" ought to be your motto, and you should write it in the first page of every book in your library. Ours is not a profession in which a man gets along by hop, step, and jump. It is the steady march of a heavy-armed legionary soldier. This armour you have yet, in a great measure, to gain; to learn how to put it on; to wear it without fatigue; to fight in it with ease, and use every piece of it to the best advantage. I am against your extending your practice, therefore, to too many Courts in the beginning. I would not wish you to plunge into an extensive practice at once. It will break up your reading, and prevent you from preparing properly for that higher theatre which you ought always to keep intently in your mind's eye. For two or three years you must read, sir—read—read—delve—meditate—study—and make the whole mine of the law your own. For two or three years, I had much rather that your appearances should be rare and splendid, than frequently light and vapid, like those of the young country practitioners about you.

Let me use the privilege of my age and experience to give you a few hints, which, now that you are beginning the practice, you may not find useless.

1. Adopt a system of life, as to business and exercise; and never deviate from it, except so far as you may be occasionally forced by imperious and uncontrollable circumstances.

2. Live in your office—*i.e.*, be always seen in it, except at the hours of eating or exercise.

3. Answer all letters as soon as they are received; you know not how many heart-aches it may save you. Then fold neatly, and file neatly, endorse neatly, and file away neatly, alphabetically, and by the year, all the letters so received. Let your letters on business be short, and keep copies of them.

4. Put every law paper in its place as soon as received, and let no scrap of paper be seen lying, for a moment, on your writing-chair or tables. This will strike the eye of every man of business who enters.

5. Keep regular accounts of every cent of income and expenditure; and file your receipts neatly, alphabetically, and by the month, or at least by the year.

6. Be patient with your foolish clients, and hear all their tedious circumlocution and repetitions with calm and kind attention; cross-examine and sift them, till you know all the strength and weakness of their cause, and take notes of it at once whenever you can do so.

7. File your bills in Chancery at the moment of ordering the suit, and while your client is yet with you to correct your statement of his case; also prepare every declaration the moment the suit is ordered, and have it ready to file.

8. Cultivate a simple style of speaking, so as to be able to inject the strongest thought

into the weakest capacity. You will never be a good jury lawyer without this faculty.

9. Never attempt to be grand and magnificent before common tribunals—and the most you will address are common. The neglect of this principle of common sense has ruined —— with all men of common sense.

10. Keep your Latin and Greek and science to yourself, and to that very small circle which they may suit. The mean and envious world will never forgive you your knowledge if you make it too public. It will require the most unceasing urbanity and habitual gentleness of manners, almost to humility, to make your superior attainments tolerable to your associates.

11. Enter with warmth and kindness into the interesting concerns of others, whether you care much for them or not; not with the condescension of a superior, but with the tenderness and simplicity of an equal. It is this benevolent trait which makes —— and —— such universal favourites, and, more than anything else, has smoothed my own path of life and strewed it with flowers.

12. Be never flurried in speaking, but learn to assume the exterior of composure and self-collectedness, whatever riot and confusion may be within; speak slow, firmly, distinctly, and mark your periods by proper pauses, and a steady, significant look. "Trick!" True; but a good trick, and a sensible trick.

You talk of complimenting your adversaries. Take care of your manner of doing this. Let it be humble and sincere, and not as if you thought it was in your power to give them importance by your fiat. You see how more natural it is for old men to preach than to practice; yet you must not slight my sermons, for I wish you to be much greater than I ever was or can hope to be. Our friend Carr will tell you that my maxims are all sound. Practice them, and I will warrant your success. You have more science and literature than I; but I know a great deal more of the world and of life, and it will be much cheaper for you to profit by my experience and miscarriage than by your own. Nothing is so apt to tincture the manners of a young man with hauteur and with a cold and disdainful indifference towards others as conscious superiority; and nothing is so fatal to his progress through life as such a tincture: witness ——. My friend —— himself is not without some ill effect from it; and since you must feel this superiority I cannot be without fear of its usual effects.

You must not suppose, because I give you precepts on particular subjects, that I have observed you deficient in these respects; on the contrary, it is only by way of prevention; and whether my precepts are necessary to you or not, you are too well assured of my affection to take them otherwise than in good part. Farewell. My letters shall not be lectures.

Yours affectionately,

To Francis W. Gilmer. WM. WIRT.

COURT OF QUEEN'S BENCH — MONTREAL. *

Procedure—Firm of Attorneys ad litem—Death of one of the Partners.

Held:—Where a party to a suit is represented by a firm of attorneys, he continues to be legally represented by the remaining members, after the death or promotion to the bench of one of the firm.—*Stearns & Ross*, Tessier, Cross, Church, Bossé and Doherty, JJ., Feb. 26, 1889.

Responsibility of Chemist—Negligence — Hearsay evidence—Supplemental oath.

Held:—(Confirming the decision of DAVIDSON, J., M.L.R., 4 S. C. 4.) 1. A chemist who leaves his shop in charge of an apprentice not qualified under the Quebec Pharmacy Act to mix prescriptions, is guilty of *faute*, and an explosion of chemicals occurring during his absence, the presumption is against him, and he will be liable in damages therefor unless he rebuts the presumption.

2. The apprentice having died since the institution of the action, and there being no other living witness of the fact, the statement made by him to his master the defendant, in explanation of what had happened, is admissible as evidence, when coming from the lips of the defendant himself.

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* To appear in Montreal Law Reports, 5 Q.B.

3. Where there is absolute proof of injuries resulting from a chemical explosion upon defendant's premises, and the only witness is dead, the supplementary oath may properly be administered to the plaintiff. *Lyons & Laskey*, Tessier, Cross, Church, Bossé and Doherty, JJ., Feb. 26, 1889.

Exemption from taxes—Church—Special Assessment—38 Vict. (Q.) ch. 73, s. 3.

Held:—(Confirming the judgment of TELLIER, J., M.L.R. 4 S.C. 13.) That the Statute 38 Vict. (Q.) c. 73, s. 3, exempting churches, parsonages and bishops' palaces from "all taxes," includes exemption from special assessments for local improvements. *City of Montreal & Rector and Churchwardens of Christ Church Cathedral*, Dorion, C.J., Tessier, Church, Bossé and Doherty, JJ., March 26, 1889.

CIRCUIT COURT.

HUNTINGDON, Sept. 3, 1889.

Before BELANGER, J.

BLACKFORD *v.* DAME JESSIE MCBAIN *et vir.*

Procedure—Summons—Description of plaintiff—C. C. P. 49, 51, 1065.

HELD:—*That the failure to state in a writ of summons the occupation or quality of the plaintiff, is a cause of nullity which necessarily involves the dismissal of the action.*

The present action was taken in ejectment against the female defendant and her husband, to compel them to quit the premises of plaintiff, which they were continuing to occupy more than three days after the expiration of the lease. The defendants filed separate appearances, being represented, however, by the same attorney. They then joined in an exception to the form on the grounds that the writ did not state the quality or occupation of the plaintiff, and that it was addressed to the defendants, alleging that it ought to have been addressed to a bailiff; the whole in contravention of Arts. 48, 49 and 1065 C. C. P.

The plaintiff, by one demand, addressed to both defendants, required a plea to the merits, and having obtained foreclosure, inscribed the case for hearing on the exception to the form and upon the merits *ex parte*, whereupon the defendants each moved to have the demand of plea, foreclosure and inscription on the merits set aside, complaining that the demand of plea had not been made upon the defendants separately. The fiat contained the quality of the plaintiff, and it was not contended that any other person of the same name resided in the place, of which he was described as a resident.

The following was the judgment of the Court:—

"The Court having heard the parties by their respective counsel upon the exception *à la forme* in this cause filed by the defendants jointly to the action in said cause, and upon the two motions filed by said defendants respectively and separately, by which said motions the defendants ask the rejection of the demand of plea to the merits, the foreclosure and certificate of foreclosure, and that part of the inscription inscribing the said cause on the merits *ex parte*, examined the proceedings in this cause, and more particularly the writ and declaration, said exception *à la forme* and said motions, and duly deliberated;

"Considering that the defendants are well founded in their said exception *à la forme*, inasmuch as the said writ and declaration do not disclose or state the quality or occupation of the plaintiff, as required on pain of nullity by Arts. 49, 51 and 1065 C. C. P.;

"Maintains the said exception *à la forme*, with costs, for the above reasons, and rejects the said plaintiff's action with costs, etc., reserving to said plaintiff his rights to bring another action for the same causes. And the Court rejects said two motions, without costs."

McCormick, Duclos & Murchison, for plaintiff.

J. K. Elliot, Q. C., for defendants.

(C. J. B.)

TENNESSEE SUPREME COURT.

MAY 7, 1889.

PEPPER V. WESTERN UNION TELEGRAPH CO.

Telegraph Co.—Not Agent of Sender.

The sender of a telegram does not constitute the company his agent, and is not bound to

the receiver by the terms of the message as negligently altered by the company.

Special provisions in a telegram, limiting the company's liability in case of non-repetition of the message, cannot release it from liability for negligence in transmission.

Abbreviations commonly used in trade, and understood by the telegraph company, do not make a telegram a cipher communication.

In response to an enquiry, complainants at B. telegraphed through defendant company to a third person at M., giving the price of meat at $6.60 per cwt. By defendant's negligence the message as delivered read $6.30, and the receiver ordered a car-load. After the meat reached M., the mistake was discovered, and complainants accepted the $6.30 rate, and sued defendant to recover the difference between that and the $6.60 rate actually quoted. Held, that they were entitled to recover such difference, in the absence of evidence of the market price at either B. or M., or of the freight rates between those points.

Appeal from Chancery Court, Shelby county; B. M. Estes, Ch.

FOLKES, J.—This is a suit by complainants to recover damages for a breach of a contract to deliver correctly a certain telegram intrusted to defendant as the owner and operator of a telegraph line. The facts necessary to a correct understanding of the case are as follows: On October 5, 1886, R. F. Bugg & Co., produce brokers at Birmingham, Ala., sent by defendant company to complainants, who were produce dealers at Memphis, this telegram: "Quote cribs loose, and strips packed." Thereupon complainants wrote out upon the usual printed blanks of the defendant company, and delivered to the proper agent of the defendant for transmission, this reply, addressed to Bugg & Co., at Birmingham: "Car-cribs six sixty, c. a. f., prompt." The word "cribs" meant in the meat trade clear ribs, and "c. a. f." meant cost and freight. These terms were well understood in the trade and by the defendant. This telegram, as delivered by the company to Bugg & Co., read "six thirty" instead of "six sixty," being in other respects correct. Thereupon Bugg & Co. ordered a car-load of the meat, amounting to 25,000 pounds. Complainants shipped the meat, and drew on Bugg & Co. for $1,650, the price of the meat at "six sixty." Bugg & Co. refused to pay the draft, relying on the telegram as received by them; and complainants accepted of them $1,575, the value of the meat at the price of "six thirty," making a loss to complainants of $75.

Complainants at once notified the company of the mistake, and that the same had entailed upon them the loss of $75, and demanded payment of this sum, which the company declined to make. The defendant in its answer says it is not liable—Firstly. Because the telegram in which the error occurred fails to give any idea as to its true meaning, whereby defendant was unable to judge of its importance; that it can only be held liable for damages which it might reasonably have contemplated as a result of its error; "that it is not responsible for results flowing from a mistake in the transmission of such cipher dispatches." Secondly. That the dispatch not being repeated, their liability is, by the terms of the printed blank, which is the contract, limited to the cost of the telegram. Thirdly. That in no event are they liable for the difference in the value of the car-load of meat at the price contained in the telegram as received by it and the price in the message as delivered by it to Bugg & Co., *i. e.*, between $6.60 per 100 pounds and $6.30, claiming that complainants could have recovered their meat from Bugg & Co., as it was shipped in consequence of said mistake. There was judgment for the complainants for the sum of $75, with interest from the date of the delivery of the meat. Defendant has appealed, assigning errors.

It is unnecessary for us to determine what is the measure of damages for error in the transmission of a telegram written in cipher—a question upon which the authorities are not in harmony, and one where there are very many nice distinctions and refinements. The telegram before us is in no sense in cipher. It is an abbreviation merely, and from the proof in the cause, an abbreviation known to the company. It fully apprised the company that a proposition

to sell clear rib meat in car-load lots at $6.60 per 100 pounds was made, and the company could reasonably have anticipated that if the proposition was accepted the writer of the message would forward the goods in expectation of such price, and that his loss, if there was an error in delivering the message by the negligence of the company, would be the difference between the real value of the goods and the price at which the sender, in the exercise of reasonable prudence, might be able to dispose of them when rejected by the proposed purchaser in consequence of the error. In other words, the company knew that carelessness or mistake in the delivery of the message might expose the sender to pecuniary loss, the amount or extent of which it was not necessary for it to know. "It is only necessary that the damages be such as may fairly be supposed to have entered into the contemplation of the parties when they made the contract—that is, such as might naturally be expected to follow its violation;" and it was only necessary for the company to know that the telegram related to a matter of business, which, if improperly transmitted, might lead to pecuniary loss upon the basis above suggested, to be increased or diminished according to the particular circumstances of the case, and to be determined upon the rule of compensation to the party injured.

The second matter of defence set up in the answer, predicated upon the terms of the special contract contained in the printed blanks of the company need not be noticed, since the case of *Marr* v. *Telegraph Co.*, 1 Pickle, 529, which settles in this State, in accord with the overwhelming weight of authority, that such stipulations will not avail the company where the damage has resulted from the negligence of its agents or officers. The mistake or error here is clearly shown to have been occasioned by such negligence. Indeed learned counsel for the company have not made any contention to the contrary in this court. This brings us to the consideration of the third and serious ground of defence—the measure of damages in this particular case. The contention of the counsel for complainants is—and such was the view of the learned chancellor—that the company was the agent of the complainants as the sender of the telegram, and that the complainants were therefore bound to let Bugg & Co. have the goods at $6.30, the price erroneously named in the dispatch as delivered; and that the loss must be measured by the difference between the price at which they were willing and expected to sell and the price at which, in consequence of the error of such agent, they were compelled to sell.

In our opinion this contention cannot be maintained either upon principle or authority. The minds of the party who sends a message in certain words and the party who receives the message in entirely different words have never met. Neither can therefore be bound the one to the other, unless the mere fact of employment of the telegraph company as the instrument of communication makes the latter the agent of the sender. Upon what principle can it be said such an agency arises? The telegraph company is in no sense a private agent. It is clothed by the State with certain privileges; it is allowed to exercise the right of eminent domain. In exchange for such franchises it is onerated with certain duties, one of which is the obligation to accept and transmit over its wires all messages delivered to it for that purpose. The parties who resort to this instrumentality have no other means of obtaining the benefit of rapid communication, which is the price of its existence. They have no opportunity and no power to supervise or direct the manner or means which the company use in the discharge of their duties to the public in the transmission of messages for particular individuals. They can only deliver to the company a legible copy of what they wish communicated, with no expectation that such paper is to be carried to the party addressed; and their connection with the company there and then ceases. They have contracted with the company to transmit the words of the message to the party addressed, through its own agents and with its own means. The party receiving the message knows that he is not obtaining any communication direct from the sender, but that he is receiving what the company has taken, and changed the

form of, from the paper on which it was written, transmitted by electricity over the wires of the company, and reduced to writing at its destination by an agent of the company; and that it only represents what was written by the sender, in the event that there has been no imperfection in the mechanism of the company nor negligence in the servants of the company. Knowing the scope of the employment and the methods of transmission, the receiver should be held to know that the sender is bound by the contents of the telegram as received only so far as it is a faithful reproduction of what is sent. He knows furthermore that if he acts on the telegram, and it should turn out to have been altered by the negligence or wrongful act of the company, the latter is liable to him for such injury as he may sustain thereby. Ordinarily there is no relation of master and servant between the sender of the telegram and the company. Where this relation does not exist the principal is not responsible for the torts of the agent, and the negligent delivery of an altered message, when acted on by the receiver to his detriment, is a tort for which the telegraph company alone is responsible. The company retaining exclusive control of the manner of performance, and of its own employees and instrumentalities, the sender of the message being absolutely without voice in the matter, it seems to us that the position of the company to its employer is that of "independent contractor" as defined and understood in the well-settled class of cases where the employer is held to be not responsible for the negligence of the contractor in the performance of his work or undertaking. The many and marked differences between the employment of such companies to transmit a dispatch and the employment of a private person to deliver a verbal message, are so manifest that we cannot assume the liability of the sender in the first instance, from his conceded liability in the last for the negligence of the instrumentality employed. Such a holding not only does violence to well-settled principles of the law of agency, but may lead to the absolute ruin of the party employing this useful and now necessary public medium of rapid transmission of intelligence; so that every consideration of public policy would seem to point to a different result, unless the courts find themselves constrained by the great weight of authority to uphold the contention here made.

How are the authorities? In England and in Scotland the idea of agency in the company, so as to bind the sender upon a telegram negligently changed in the transmission, is repudiated. *Henkel* v. *Pape*, L. R., 6 Exch. 7; *Verdin* v. *Robertson*, 10 Ct. Sess. Cas. (3d series) 35.

Mr. Gray in his work on Communication by Telegraphy, while stating the law to be in England and Scotland as above, says that in this country the rule is in general otherwise, citing a number of cases in note 3, section 104. It is to be noticed however that this author, after making the statement above given, throws the weight of his learning and research against what he says is the tendency of the American courts, and in an instructive discussion of the question seems to demonstrate that the English rule is the correct one. It is also worthy of remark that in the note already referred to he follows the citation of the cases which are said to make the American rule, with the statement that "as a matter of fact it has been decided in a single instance only (*Telegraph Co.* v. *Shotter*, 71 Ga. 760) that the receiver of an altered message is entitled to hold the sender responsible upon its terms;" adding "that the principle which would allow him to do so however has been considered in the other cases."

Let us see what may be briefly said of the other cases. In *Wilson* v. *Railroad Co.*, 31 Minn. 481, it is apparent from pages 482, 483, of the opinion that the question of agency was really not involved. With *Rose* v. *Telegraph Co.*, 3 Abb. Pr. (N.S.) 408, we content ourselves with what Mr. Gray says of this case: "It seems to affirm that the employer of a telegraph company is responsible upon a negligently altered message, but it does not necessarily determine the question. The case decided that the plaintiff, who was the agent of the sender of a message altered through the negligence of the defendant, could not maintain an action

against the defendant for the injury sustained through acting upon that alteration. The decision was rested upon the ground that the plaintiff had sustained no injury through the act of the defendant, since he had a perfect remedy for his loss against the sender of the message. The ground of this decision is open perhaps to objection." See section 78. Continuing, the author says: "Assuming its sufficiency, it may be urged that the case in reality decided only that the employer of a telegraph company is responsible upon a negligently altered message where the relation of principal and agent exists between him and the receiver of that message —a decision which does not determine the question under consideration."

Dunning v. *Roberts*, 35 Barb. 463, is of little weight. The case decided simply that the defendant was responsible upon a message which was unquestionably correctly transmitted and delivered—although it was not the one that he wished sent—upon the ground of the relationship of principal and agent existing between himself and the actual sender of the message. The latter moreover, in the absence of the operator of the company, telegraphed the message himself, so that no contract at all was made between the telegraph company and the defendant."

[To be continued.]

ENGLISH BAR ETIQUETTE.

The following opinion of the Attorney-General, as to the rights of juniors, has been published :—

57 and 59 Ludgate Hill, London, E C.,
February 16, 1889.

Dear Sir,—We are concerned on behalf of a defendant in certain Chancery proceedings which are now pending. The pleadings and advice on evidence have been prepared by one member of the Chancery bar, and we are on the eve of delivering brief to counsel. Our client has instructed us to brief a junior counsel other than the gentleman who is responsible for the pleadings. Our client's nominee is in full possession of the fact that he will, by accepting the brief, be displacing our former counsel; but, notwithstanding this, and without any reference whatever to the first-mentioned gentleman, the latter states that by accepting the brief he will not be committing any infraction of the rules of bar etiquette. There are reasons why we prefer not to approach our present counsel on the subject. Both gentlemen are men of ability, and enjoy an enviable position at the bar.

We are anxious to have your opinion, whether, aye or nay, our client's nominee can in the circumstances accept the brief; in other words, whether the etiquette which obtains with the bar generally does not give our present counsel a right to the brief on the ground that he has been entrusted with the pleadings, and, in fact, has had the entire responsibility of our client's part of the action from the commencement to the present time.

May we beg the favour of your opinion accordingly?

Yours faithfully,
PITTS & SAVAGE.

To Sir Richard E. Webster, Q. C., M. P.,
Attorney-General,
Pump Court, Temple, E.C.

The Attorney-General's Chambers,
2 Pump Court, Temple, E.C.,
February 21, 1889.

Dear Sirs,—In reply to yours of the 16th, there is no definite rule upon the subject to which your letter refers. A counsel who has drawn the pleadings, but who has not been retained in the case, has no legal right to claim a brief; and there have been cases in which different juniors have been instructed. No doubt the practice that the junior who has drawn the pleadings should be instructed at the trial is so general that many counsel would naturally and properly avoid taking a brief in a case in which another junior has been previously instructed, and this feeling would, no doubt, be respected as far as possible by all firms, including, I am sure, your own. Beyond this I cannot say there is any legal rule one way or the other.

Trusting the above will be satisfactory to you,

I am, faithfully yours,
RICHARD E. WEBSTER.

Messrs. Pitts & Savage,

SIMPLIFICATION OF PROCEDURE.

To the Editor of the LEGAL NEWS:

SIR,—The case of *Blackford* v. *McBain*, of which I send you a report, shows as clearly as any one case can show, the need of simpler methods of procedure. The judgment is without doubt in accordance with the terms of the law; but a slip of the pen in the prothonotary's office (which works no injury to the defendant), is sufficient to cause the dismissal of an action from Court, and to throw upon the back of the unfortunate plaintiff the unwelcome weight of a big bill of costs. It is, too, at least open to question, whether the error could have been remedied by amendment, the writ being under Art. 51, C.C.P., an absolute nullity.

It is beyond contradiction that a great part of the proverbial uncertainty of the law is due to the intricacies of our system of civil procedure. Listen to the arguments in the third division. Every day our oldest and best lawyers are getting tripped up on some point of practice which is, in itself, of small importance. What a nice question it is, for instance, when to attack a foreign allegation in a plea by motion, and when by demurrer.

The sole object of written pleadings is to put the opposite party and the Court in possession of your pretensions—to give the one an opportunity to rebut; the other a chance to judge. By all means let this principle be still adhered to, but why be slaves to the useless regulations of two hundred and twenty years ago? Let us put it out of the power of the litigious defendant to obstruct and harass his creditor until the latter is willing to compromise or abandon his claim. Forms are valuable; but they were made for the pleader, and not the pleader for forms. What we require is a general enactment providing that no exception shall be taken to any error in any writ or pleading wherein the summons is plain or the grounds of the pleader are fairly and fully set forth, unless the recipient can show that his rights have in some way been prejudiced by the informality.

CHARLES JAMES BROOKE.

A HISTORIC FIGURE.

Through all the old time of Kentucky State life there towers up the figure of the justice of the peace. Commissioned by the governor to hold monthly court, he had not always a court-house wherein to sit, but must buy land in the midst of a settlement or town whereon to build one, and the contiguous necessity of civilization—a jail. In the rude court-room he had a long platform erected, usually running its whole width; on this platform he had a ruder wooden bench placed, likewise extending all the way across; and on this bench, having ridden into town, it may be, in dun-colored leggings, broadcloth pantaloons, a pigeon-tailed coat, a shingle-caped overcoat, and a $12 high fur hat, he sat gravely and sturdily down amid his peers, looking out upon the bar, ranged along a wooden bench beneath, and prepared to consider the legal needs of his assembled neighbours. Among them all the very best was he; chosen for age, wisdom, means, weight and probity of character; as a rule, not profoundly versed in the law, perhaps knowing nothing of it—being a Revolutionary soldier, a pioneer, or a farmer—but endowed with a sure, robust common-sense and rectitude of spirit that enabled him to divine what the law was; shaking himself fiercely loose from the grip of mere technicalities, and deciding by the natural justice of the case; giving decisions of equal authority with the highest court, an appeal being rarely taken; perpetuating his own authority by appointing his own associates; with all his shortcomings and weaknesses a notable historic figure, high-minded, fearless and incorruptible, dignified, patient and strong, and making the County Court days of Kentucky for well nigh half a century memorable to those who have lived to see justice less economically and less honorably administered.—*From "County Court Day in Kentucky," by J. L. Allen.*

GENERAL NOTES.

TARIFF OF NOTARIAL FEES.—The *Quebec Official Gazette* of June 28, contains a notice that the tariff of notarial fees, adopted by the board of notaries of the Province of Quebec on the 19th May, 1888, has been approved by the lieutenant-governor in council. The fee for deeds of sale varies from $1 where the value of the property is $100 or less, to $10 where the value is above $8,00 , and not exceeding $10,000. The fee for leases is $1 when the annual value is $100 or less; $1.50 when above $100 but not exceeding $400; $2 when above $400 and not exceeding $1000.