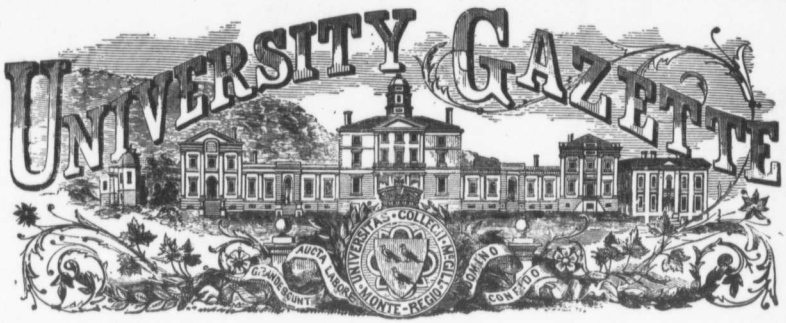

VOL. IV.—NEW SERIES. McGILL UNIVERSITY, FEBRUARY 23, 1878. No. 8

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THE GAZETTE *requests contributions of all suitable literary matter from University men. It will open its columns to any controversial matter connected with the College, provided the communications are written in a gentlemanly manner.*

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UNIVERSITY GAZETTE.

VOL. IV.—NEW SERIES. MONTREAL, FEBRUARY 23, 1878. No. 8.

PRIVATE INTERNATIONAL LAW.

(*An Essay read by* PROFESSOR W. H. KERR, Q. C., D. C. L., *before the Athenæum Club, Montreal.*)

The increase of commerce between civilized nations, the tide of emigration from Europe to America, and the facilities afforded for the investment of capital in the funds and securities, public and private, of the different States of the world, have all tended to increase immensely the number of legal questions involving the consideration of the laws and customs of States other than the one wherein such questions are presented for decision. In France, previous to the Revolution, owing to the devision of the kingdom into the *pays du droit écrit*, and the *pays du droit Coutümier*, and the differences existing between the several *Coutümier* into which the *pays Coutümier* was divided, legal questions frequently arose in one part of France which necessitated for their decision reference to the law of another division of the kingdom. It is not to be wondered at, then, that many of the old French writers should have treated of such questions, and laid down rules for their decision. Bartolus, the Voets, Huberus, Hertius, and others outside of France, also discussed the so-called Conflict, or Collision of Laws, whilst, in the last seventy years, Savigny, Puchta, Wächter, Bar, Story, Burge, Westlake, Kent, Thöl, Phillimore, Fœlix, Massé and others, have cast light on this most difficult subject.

To begin from the beginning, to trace the gradual formation of what may be called territorial law, would exceed the limits of a paper such as this, and I must content myself with asking you to take for granted that by the laws of all civilized States persons have rights, and are subject to duties.

Each one of you, I am sure, will admit that the state of society in which he lives gives him certain rights; and, at the same time, imposes upon him certain duties.

Every human being is a person in law—the capacity for the enjoyment of rights commences for the physical person at birth; and terminates only at death.

A right, in the subjective sense, is a power vested in a person by virtue of a legal enactment (right in an objective sense). Every right belonging to one person imposes a duty on some other person or persons. Thus the right A. has to possess and enjoy his house imposes on all other persons the duty of refraining from disturbing him in such possession and enjoyment; and in the event of B. so disturbing A., an action lies by A. *v.* B. for the violation of A.'s right.

A right, whose correlative duty imposes upon all persons the necessity of refraining from disturbing the person in whom such right is vested, is termed an absolute right; whilst a right whose correlative duty is imposed solely upon one or more persons (not upon all) is styled a relative right.

The violation of an absolute right creates an obligation between the person in whom is vested such right and the person who violates it.

An obligation in its full technical meaning is a legal chain by which one or more certain persons are bound towards one or more other certain persons to give, to do, or not to do a certain thing.

The obligation gives a right to the one set of persons, called the creditor, to compel the other set, called the debtor, to give, to do, or not to do the certain thing which forms the object of the obligation, and it imposes on the debtor the correlative duty of giving, doing, or not doing that certain thing.

The relations of persons to one another, originating in rights and duties, are styled legal relations. (*Rapports de droit*).

As Savigny remarks, 8th volume, section 344, "It is the function of the rules of law to govern legal relations. But what is the extent or sphere of their authority? what legal relations (cases) are brought under their control? The force and import of this question becomes apparent when we contemplate the nature of positive law, which does not happen to be one and the same all over the world, but varies with each nation and state; being derived in every community, partly from principles common to all mankind and partly from the operation of special agencies."

The question to be solved, in the first instance, then, in each case is by what law are the particular legal relations under consideration governed? If they have arisen within the State wherein they present themselves for consideration, and have not been exposed to the operation of any foreign law, the municipal law of that State is alone to be regarded as the governing power. If they have been formed wholly in a foreign State, the law of that State must be regarded generally as the governing power. Cases may arise in which the legal relations between persons are governed by the laws of three or more States. Where, then, it becomes necessary to suomit legal relations to the application of foreign municipal law, the case falls within the domain of Private International Law

Private International Law may be defined to be "That body of rules common to the laws of all States regulating the application of foreign muncipal law to legal relations."

Westlake defines Private International Law as "That department of private jurisprudence which determines before the courts of what nation each suit should be brought, and by the law of what nation it should be decided. It may be farther defined by its differences from the departments which respectively border on it—private, muncipal, and public international law." (p. 17.)

Fœlix in his T. du D. Int. Privé (p. 2.) says:—"On appelle droit international privé (jusgentium privatum) l'ensemble des règles d'après lesquelles se jugent les conflits entre le droit privé des diverses nations; en d'autres termes, le droit international privé se compose des règles relatives à l'application des lois civiles ou criminelles d'un Etait dans le territoire d'un Etat etranger."

Sir Robert Phillimore does not attempt to give a definition, but contents himself with calling Private International Law, Comity 4, Int. L. pp. 1, 17.

Wharton, following Phillimore's example, refrains from giving a definition.

Westlake's definitions are unsatisfactory, for reasons which are apparent—the first, because the words department of private jurisprudence convey no definite meaning, and the word suit does not include all the subjects of Private International Law—the second, on account of its vagueness.

Fœlix's first definition errs, in styling Private International Law to be the body of rules by which the conflict between the laws of different States is decided. There is really no conflict between the laws of different States, although they may differ from each other; his second approaches more nearly to perfection, but is marred by his making the criminal law of a foreign State applicable in a case of Private Inter. Law.

As for the expression "Comity," it would seem as if no term could be weaker or more incorrect. The rights and duties of persons do not exist, nor can they be enforced through Comity; they are the creatures of the law. Courts decide *ex justitia*, never out of *complaisance*.

Macqueen, J. C., in Watson *vs.* Kenton, (1791), Bills, 8vo. Ca. 106; 2 Kent, Com. 611.; Fenton *vs.* Livingstone (1858 3, Macq., 497, 498.) Lord Wensleydale Westlake, § 144, 160.

Proceeding to consider in what particulars a person may become subject to the operation of Private International Law, we find that all legal relations between persons may be subject to its government—thus, all rights and all duties are susceptible of its influence.

It becomes necessary, therefore, to consider the effect of Private International Law upon

1st. Persons, their capacity for rights and capacity for acting, or the conditions under which they can have rights and acquire rights.

2nd. The legal relations *quoad*.

(*a*) Rights to specific things.

(*b*) Obligations.

(*c*) Rights to a whole estate, as an ideal object of indefinite extent (succession).

(*d*) Family relations.

It is to be remembered that into the division of legal relations that of persons always enters for consideration; it may and frequently does happen that the person's capacity for rights or action is not acted upon or governed by the foreign law, but even in such cases the exemption from such government may be said to be created by Private International Law.

All States now-a-days have certain defined boundaries—the inhabitants of each State constitute a species of corporation which within its own territory is vested with the supreme power of making laws for its own peace, welfare and good government. By those laws strangers, members of another corporation, whilst passing through or residing in its territory, are bound as are its own subjects. There are a few exceptions to this general rule created by Public International Law, but for the sake of brevity no notice will be taken of them, and the general rule will be treated as if it had no exception. Again, within one State the law may not be homogeneous throughout its borders; different portions may have different laws, as in Great Britain, the laws of Scotland, Ireland and England are not the same. Again, in Canada the laws of the different provinces all vary from each other, and in the United States the law of each State differs from that of its sister States. Yet in all these instances the authority and supremacy of what may be called the local laws do not extend beyond certain territorial limits.

If it be admitted that legal relations are the creatures of the law, and that each territorial law creates the legal relations which arise in the territory within which it is supreme, the law of the place of birth of such legal relation is the law which governs it.

No difficulty can be experienced when the legal relation has been created exclusively within the territorial limits of a State wherein the law is the same everywhere, between persons domiciled therein, and if in the case of a bilateral contract the obligations of both parties thereto are to be performed therein—in such case the law of that State alone is to be looked to as governing such legal relation, and no question of Private International Law is thereby raised, if the suit founded on such legal relation is there instituted. When, on the contrary, as Savigny puts it, 8th vol. 346, "at a particular place a law suit is to be decided, as to the performance of a contract or the ownership of a thing, but the contract was entered into at another place than that of the tribunal; the thing in dispute is situated elsewhere, and not in the country of the court, the two places have a different territorial law; besides this, the parties to the cause may, in regard to their persons, belong to the place of the court, or both to a foreign place, or both to different places."

All personal actions brought by private individuals are founded upon obligations. Contract in the present age of commerce is the most fertile source of obligations, and I therefore select the division of obligations, the sub-division of contracts, as the subject to be now treated.

Bearing in mind the definition already given of an

obligation ——————————— it is only necessary to say that a contract is an agreement between two or more parties from which an obligation arises.

To show more clearly the operation of the principles of Private International Law, I will state a case: A. is a domiciled Prussian, B. is a domiciled Englishman, both are of the age of 22, they meet at Paris, in France, and there enter into a parole contract for the sale by A. to B. of certain goods, of the value of £1000 stg., then in England, to be delivered by A. to B. in London,—A. refuses to perform his contract, and B. brings an action *vs.* him in England, to recover damages.

The points which have to be investigated in such a case are the following:

1st. The capacity of A. and B. to enter into the contract.

2nd. The regularity as to form and the validity of the contract.

3rd. The territorial law or laws governing the contract.

The first and second questions, however, are bound up in the third; for the territorial law or laws governing the contract as a whole, are those which regulate the capacity of the parties, the form and validity of the contract.

As already shown, it is essential to the very existence of a contract that an obligation should arise from the agreement between the parties. The obligation which so arises, is the creature of the law of the territory within which the contract was entered into. But so springing, it does not necessarily follow that it should be the obligation arising from a contract of the same kind, to be performed or fulfilled in that territory. If the intention of the parties was that the obligation was to be fulfilled in some other territory than the one wherein the contract was entered into; and there was an express stipulation therein, that such fulfilment should be according to the law of such other territory, if such stipulation were not in direct violation of a positive law of the place of contract, the law of the place of fulfilment would be substituted by the law of the place of contract for its own provisions *quoad* such fulfilment. If there was no such express stipulation, yet if the intention of the parties to fulfil the contract in such foreign territory could be gathered from it, the same substitution of the provisions of the foreign law in the *lex loci contractûs* would take place.

Thus, according to the theory here advanced, the law of the place of contract would govern, 1st, as to the capacity of the parties; 2nd, as to the form of the contract; 3rd, as to its validity.

The law of the place of fulfilment would govern, 1st, as to its validity; 2nd, as to the mode in which its obligation is to be fulfilled; 3rd, as to the consequences arising upon its breach.

With respect to the capacity of the party to contract, Savigny, and many other writers of great eminence, insist that the law of the domicile of the person is alone to be regarded; consequently, if a person between the ages of 21 and 25, the law of whose domicile fixes majority at 25 years, enters into a contract in another State where the age of majority is 21, the agreement is not binding on such individual; but neither in England nor in the United States is this principle recognized, and even in Prussia the rule now is, where there is a difference between the law of the domicile and that of the place of contract, *quoad* capacity of the parties, to choose that which is the more favorable to the maintenance of the contract.

In the converse of the foregoing case, where the party is of age by the law of his own domicile, but not by that of the place of contract, it has always been held that a person does not lose his rights once properly acquired, and being a major by the law of his domicile, he is a major everywhere.

As to the form of the contract, the general rule is that if the contract is in the form required by the law of the territory in which it is made, that form is sufficient everywhere—*locus regit actum*.

Westlake, § 171. 4. Phillimore, No. 625, No. 85.

If insufficient there, it is insufficient everywhere.

Westlake, § 173. Fœlix, No. 85, 83.

In considering this matter, I except all contracts touching immovables, and restrict my observations to what may be termed mercantile contracts alone, for as soon as an immovable is brought into question as one of the objects of a contract, the *lex rei sitæ* (the law of its situation) becomes a disturbing and complicating influence.

The maxim *locus regit actum*, however, sometimes fails in practice, when for instance the *lex fori* demands evidence which by the *lex loci contractûs* is unnecessary, or rejects evidence which by the latter is admitted—

Benham *vs.* Mornington, 3 C. B. 133,

Westlake, § 175.

As to the validity of the contract, it would appear that the *lex loci contractûs* and the *lex loci solutionis* both govern the question—the *lex loci contractûs* inasmuch as the obligation is its creation, and it could not create that which by its own provisions is illegal, and the provisions of the *lex loci solutionis* could not be substituted for its own provisions, when such *lex loci solutionis* expressly prohibited the creation of such an obligation.

Thus the obligation must exist both under the law of the *loci contractûs* and of the *loci solutionis*, and be valid in both places.

This principle is by no means generally admitted, although it is a logical sequence of other principles generally recognized. The most numerous class of cases in which it would seem to be denied, is that relating to the operation of the usury laws; thus, for instance, in the State of New York it is unlawful to exact more than a certain rate of interest, whilst in the State of Louisiana a much higher rate is permitted. In Depau *vs.* Humphreys, a New Orleans firm, had given at New Orleans, to their New York creditor, a promissory note payable at New York, which for the forbearance was to bear interest at ten per cent., the legal rate at the former place, that of the latter being

(*Continued on page 62.*)

University Gazette,

MONTREAL, 23RD FEBRUARY, 1878.

ON WEDNESDAY, February 13th, the College was honored by a visit from His Excellency the Governor General, in his official capacity as Visitor of the Crown. The proceedings passed off with great *éclat*, the Governors of the University showing their respect for Lord Dufferin as a man of letters by conferring upon him the degree of LL. D., while the students showed their admiration of their Excellencies by drawing their sleigh up the College Avenue and presenting Lady Dufferin with a bouquet and bouquet-holder—the latter being suitably engraved with the emblems of Canada and the College arms. Molson Hall, where the delivery of the addresses took place, was filled to the very doors, over a thousand people being crowded into a hall capable of seating but six hundred comfortably. Chancellor Day delivered the address of welcome in Greek, and His Lordship replied in the same language, and in a manner which showed a perfect acquaintance with the Attic tongue. Addresses were then delivered by Principal Dawson and Chief Justice Moss, Lord Dufferin a second time replying, this time, however, in English. After referring in a witty manner to the difficulties attending his entrance into the Hall, owing to the number of spectators present, he gave the students some good advice, calling on them to treat their country as they had treated him, by drawing it up to the position it ought to occupy, as one of the great nations of the world. These remarks of His Lordship were warmly applauded, and he resumed his seat amid a storm of applause and cheers which lasted several minutes. The proceedings then terminated by His Lordship the Metropolitan pronouncing the benediction. The Committees of the Students are to be congratulated on the manner in which the programme decided upon by them was carried out, and notwithstanding the little unpleasantness with the law students, the day will be long remembered by those who had the pleasure to be present on that auspicious occasion.

STUDENTS as a body seem to possess a large measure of eccentricity. By this we do not mean that there is anything abnormal, anything approaching insanity, attached to the name Students. But to the general public, college undergraduates appear to be somewhat different from young men in other walks of life, and conduct censured in others is pardoned in them. College men are freer in their actions, more demonstrative in their likes and dislikes, and less regardful of Mrs. Grundy than those of equal years engaged in commerce or other pursuits. We must confess that these traits of students' character seem to us—though as collegians our opinion may be partial—commendable and worthy of imitation. Perhaps these particular qualities are never more displayed than on occasions of great rejoicing, such as the recent visit of Lord and Lady Dufferin to our College halls. The enthusiasm was pleasant, the welcome generous, a feeling of true loyalty was conspicuous, and the whole proceedings passed off most enjoyably to all concerned. There was one circumstance which—in the minds of College men at least—deteriorated from the *éclat* of the event. Arts, Science and Medicine decided to testify their loyalty to the Queen, their high respect for Lord Dufferin himself, and their admiration of his estimable partner, by drawing his sleigh up the College avenue. McGill men had done this before, and other colleges in the old land had often acted in a similar way. Though there was nothing particularly novel in the idea, it was so genuine a testimony of the feelings which gave rise to its proposal, that it seemed not a mere matter of course, as so many of the ceremonies on like occasions undoubtedly are, but a whole-souled loyal act. We have mentioned only the Arts, Science, and Medical Faculties as participants in the demonstration. Some of our readers may perchance wonder why Law has been omitted. We left out the Law students advisedly. The Law students appointed a committee to act with the representitives from the other Faculties. These latter met with the delegates from Law and decided unanimously—Law men joining heartily in the decision—to receive their Excellencies in the way we have indicated. Every arrangement seemed satisfactory, when on the evening previous to the Vice Regal visit a meeting of Law students was held, and, after a most animated discussion, a motion to the effect that the Law students would not co-operate with the rest of the students was carried by a majority of some ten or fifteen, as near as we can gather. This decision, it is needless to say, caused much surprise, and has since given rise to a voluminous correspondence in a daily contemporary,

whose editorial expression was strongly condemnatory of the Law students' resolution. For ourselves we do not propose for an instant to bandy words on this subject as an exponent of the opinions of the majority of the students. We have only to say that we regret extremely the folly of this action of our fellow-students. If the Law students, or if any number of them, thought that by a participation in the programme as originally arranged they would loose their identity as men and acquire an equine identity, they were certainly free to abstain from such act or acts as they saw fit, but to adopt the resolution which they did, to discuss the matter in a meeting, was in the worst possible taste. We think that the publication of the report—of whose correctness we are not in a position to speak—in the newspapers, was not a volation of etiquette; but we regard it rather as tending to remove the slur which the ill-advised conduct of the majority had cast, not merely on the students in law, but upon all the students of McGill. As we have said, the course of the Law men meets with the condemnation of the remainder of the students, whose opinion seems to be coincided in by the general public. It is very unfortunate that such a *contretemps* ever happened, and we are glad to learn that "it repents some of the students in law of the course which they hastily and in bad taste adopted."

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THE great debate of the University Literary Society came to a close last Friday night. The attendance was small. There was no debate a week ago last Friday night, because many of the members would, it was supposed, be present at the Conversazione of the Arts Association in the Windsor Hotel. This may, perhaps have broken the interest which was originally taken in the meeting of the University Literary Society when this great subject began to be debated. The weather was also unfavorable, and this may have tended to thin the attendance. There is also another reason, which is, perhaps, the most important of all. The examinations are near at hand, and many undergraduates have, we believe, begun to grind. Be the reason what it may, the audience was not proportionate to the importance of the subject and the fame of the debaters. We do not propose to report the debate, much less do we propose to criticise it. We would in the one case be trespassing upon the reporter's column, and we would in the next be sure to give offence to one side or the other. We need not refrain from remarking, however, that the debate was equal to the highest expectations that had been formed of it; and that many of the most difficult political problems of the day were fully and fairly elucidated. After Mr. Trenholme, Mr. Davidson and Mr. Foran had spoken, the question was put, and the affirmative was left in a minority of two. As visitors were allowed to vote, the dicision cannot be regarded as a representation of the political opinions of the University Literary Society.

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This number of the UNIVERSITY GAZETTE contains an editorial in which the Law Students are denounced for a meeting which they lately held, and at which they determined, by a large majority, not to co-operate with the other students in dragging the Governor-General's sleigh from the College gate to the Library door. Had the Law Students been aware that in asserting their right to drag or not to drag the Governor-General's sleigh, they were committing what the public chose to consider a crime, they would, I suppose, have yielded to what appears to have been the desire of the public at large, and dropped into the traces with their fellow-undergraduates. Of two rights which they had, they were at liberty to exercise whichever they chose. The one was to drag the Governor-General's sleigh, the other was to refrain from doing so. Had the former been their choice, the applause of the public would have been their reward; but because they chose the latter, round them rises a demoniac yell. Old Merchant Taylors, Ottawa lawyers, *Witness* editors, and last, but not least, the editorial board of the UNIVERSITY GAZETTE, unite in denouncing them for doing what all acknowledge they had a perfect right to do. From my heart I abhor the practice of imputing motives to men, and this is what is done when the Law Students of McGill University are charged with entertaining disloyal opinions. McGill University, I dare to trust, has not within its walls a single undergraduate who does not indignantly repudiate the charge; but since the charge has been made, and the UNIVERSITY GAZETTE has seen fit to give it its editorial sanction, I cannot consistently continue connected with a paper which does not represent my opinions, and I am, therefore, no longer a member of the editorial board of the UNIVERSITY GAZETTE.

B. C. MACLEAN.

———:o:———

UNIVERSITY SNOW-SHOE CLUB.

The tramp of Saturday, the 16th instant, was certainly the most successful of the season, both as regards the number present and the amount of pleasure derived from it. If we judge from the new faces which appear at each tramp, the benefits derived from a club of this kind are known and appreciated by many of our students. The moon being full, and the evening bright and clear, the run over the mountain was enjoyed by all. At Prendergast's the usual amount of music and singing took place, and full justice was done to the supper; after which a few more songs were sung, and the return commenced. This time the track over the mountain was taken, and all agreed that it was much better than following the road.

(*Continued from page 59.*)

seven. It was sustained by the Court of Louisiana, on the ground that interest depended on the *lex loci contractûs celebrati* and not on the *lex loci solutionis*, and that the circumstance of the place of payment differing from that in which the lender parts with his money, ought to have no influence in the fixation of the rate of interest. 8 Mar., N. S., I.

As to the mode in which the obligation is to be fulfilled, the *lex loci solutionis* governs alone, and the same may be said of the consequences arising from the breach of an obligation.

And yet, here there is a disturbing influence, for if an action in damages be brought in a territory other than that of the fulfilment, the *lex fori*, if sufficiently positive, substitutes for the limitation or prescription of the *loci solutionis* its own provisions. Thus, if the *locus solutionis* of a promissory note were one of the United States in which no limitation of action is admitted, and the defendant were sued in Quebec, the prescription of five years as established by our Code, would apply.

To attempt to give in detail the endless variety of questions which present themselves to the consideration of the student of the principles of Private International Law, would occupy too much time. It is sufficient to say that apart from commercial obligations, marriage, divorce, intestacy, wills, successions and bankruptcy present a series of problems whose solutions are attended with great difficulty—aggravated by the different systems of jurisprudence which prevail throughout the world.

The true principle to be borne in mind, is that in cases involving the application of the principles of Private International Law, the same relations should receive the same decision, whether the judgment be pronounced in London, Paris, Berlin, Calcutta, St. Petersburg or Montreal.

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CLIPPINGS.

Professor.—"Is the intensity of gravity greater at the pole or at the equator? Sophomore (who had been looking out of the window at the boat-house)—"Yes, sir!" Prof.—"Which?" Soph—(recovering himself) —"It's greater." *Ex.*

This is the way they ask a blessing over at the boarding club: "One! Two! Three! *Grab*" And the fellow who gets in late gormandizes on what the noontide zephyrs waft to his olfactories. *Vidette*

In chapel, one Fresh, pointing to a Soph.! "What is that on his cheek, side whiskers or the shadow of his ear?" *Beacon*

Many students with square packages which they grasped tightly, and seemed loath to part with, gathered in the office on the 5th inst, and held brief audiences, *solus*, with the Dean. *Beacon.*

EXCHANGES.

The *Advocate* has a new cover, which looks very neat, its contents are as usual both well written and interesting.

The *Lampoon* is improving, and this number is as excellent as could be wished. The hero, or rather we should say, the heroine of "Dangerous Passing," hails, if we mistake not, from our fair city.

This number of the *Tufts' Collegian* is, if anything, superior to any of its former numbers. "The Poor in Cities" gives a political economist a chance to air his views, which he does in a very creditable manner. One would think from reading his article that he had made it the study of a greater part of his life. "Reading as a Source of Knowledge, and Newspapers as a Source of Information," the other articles, are also well written, and in a style which is very pleasant to the reader.

The Rochester *Campus* has for the first time made its appearance upon our table, and while giving it a hearty welcome, we cannot but regret that we have heretofore been deprived of the benefits which one must derive from perusing its columns. Its literary department is excellent, and the articles reflect great credit on the university by whose students they were written. The students at Rochester evidently take an interest in their paper, and show it by contributing in a manner creditable to both head and heart. We wish we were similarly situated.

The *Vidette*, which is also a new arrival, thus tells an adventure of one of its students:

"He stole out of his room about nine o'clock, on the morning after the contest, and owing to a spring lock was unable to return. 'Oh! L—' he groaned, as he gazed on his scanty attire (a nightshirt and modesty), but the sympathising souls who were attracted by his groans, only heard the crack of his drapery as he disappeared around a distant corner. When the audience dispersed, he stole back towards his room, only to be intercepted by a party of chambermaids, and then he wanted to be 'nothing, nothing,' but he couldn't, and the chambermaids saw his heels twinkling in the distance, as he sailed like a comet up to the sixth floor, and sought refuge in a vacant room. Here he rang a bell * * * a servant appeared, and our friend, rolled in a sheet, regained his room, and for the first time in his life swore." We welcome the *Vidette* and hope to see its cheerful face often, even if for nothing else than to cheer us after wading through such college newspapers as the *Lafayette Coll. Journal*, etc., etc.,

We have received the following, which we have not the space to review:— *Bowdoin Orient, Crimson, Boston University Beacon, Central Collegian, Critic, Reveille, Yale Record, Queen's College Journal, Dalhousie Gazette, Acadia Athenæum*, and the *Dartmouth*.

OUR COLLEGE HOME.

(Air,—"Ah! Me!")

McGill, boys, is the home we prize;
We'll lift her glory to the skies;
Where'er we go, we'll speak her name,
Record it on the book of fame.

CHORUS.—We'll ne'er forget these happy days,
Though soon, alas, their spell is o'er;
Where'er we meet in days to come,
We'll be, as now, good friends once more.

We love her walls, we love her halls,
Though oft we've met with flunks and falls;
The road to learning, well we know,
Is hard, and must be travelled slow.—CHO.

We love our grave and generous profs.,
For them no bitter taunts or scoffs;
But patience being a virtue rare,
We sometimes give it chance to air.—CHO.

Long may our *Alma Mater* stand;
Her worth be known in every land;
And may her sons remember still,
To love and honor old McGill.—CHO.

———: o :———

COLLEGE WORLD.

—Ostrom is going to coach the Cornell Freshmen this year.

—Polite robbery exists at Yale, Brown, and latterly at Boston Universities.

—Dalhousie has no glee club, and the *Gazette* suggests the advisability of organizing one.

—Princeton has abolished the system she had of conferring A. M. without examinations.

—It is proposed to send Kennedy, of Yale, to represent America in the Amateur Regatta on the Seine.

—It took six cents worth of stamps to send home the excuses presented last term by a certain student at Bowdoin.

—A number of Freshmen at Yale have been suspended for six, four and two weeks, respectively for failing to get off their conditions in Latin.

—The bill to fix the location of the nearest place where liquor could be bought as four miles from Yale, was called a bill for encouraging pedestrianism at Yale.

—It is said that President Barnard, of Columbia College, will be the paid commissioner of the United States at the Paris Exposition, and President White of Cornell the Honorary Commissioner.

—The ladies of '77, Boston University, take their knitting and crocheting into recitation. The *Beacon* thinks the gentlemen ought to be allowed to take in their scroll-saws and tool-boxes.

—On account of the shooting affray in Princeton, when Atterbury, a sophomore, was shot by a freshman, ten students have been suspended, one dismissed, and it is thought that eight more will find the fate of the last one.

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ITEMS.

—A concert by the Snow-Shoe Club is talked of.

—Victoria Medical School boasts of a female student.

—It is said that four ladies have applied for admission into the University.

—Twenty-six students attended the snow-shoe tramp last Saturday evening.

—The freshman class attempted a slope the other day, but the "Saints" forbid it. L'homme propos, &c.

—Lectures in Medicine end Wednesday, 20th March. Primary Examinations begin Thursday, 21st, and Finals, Saturday, 23rd.

—We understand that one of the law students is to write a book on "Whether are we Horses or Men?" Darwin is to be eclipsed.

—Sups yesterday. An interesting crowd visited the different professors and held consultation with them concerning Homer and his numerous friends.

—The "Saint" or the "Sinner," whichever he is, who perambulates McGill College Avenue with a pretty nurse girl had better take care. Prof. says it's no excuse for sloping lectures.

—Someone broke into the desk containing the registered letters the other day, and abstracted one; it was, however, afterwards returned by the culprit, who was evidently conscience-stricken.

—We were told that a graduate of McGill drove up to college on the day of the Governor's visit in a fur cap, but afterwards went home and returned in a beaver. Our informant wanted to know what was that "fur." We told him that we did not know, but suggested that he had been misinformed about the grad. driving up in a beaver; a sleigh would only have cost a quarter.

"Witness" Printing House, 33, 35 and 37 Bonaventure Street.