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CURRENT TOPICS AND CASES.

Several judicial appointments have been made recently. The vacancy on the Superior Court bench at Montreal, caused by the appointment of Mr. Justice Wurtele to the Court of Appeal, has been filled by the appointment of Mr. J. S. Archibald, Q.C., and the new Circuit Court judgeships at Montreal by the appointment of the district magistrates, Messrs. Barry and Champagne. It is to be regretted that in each instance a long delay has occurred before the nominations were announced. It has frequently been pointed out in this journal that in England such appointments are made with the utmost promptitude, and the expediency of dispatch in this matter surely need not be insisted upon. It is about two years since Mr. Justice Wurtele was first appointed an assistant judge of the Queen's Bench, and more than a year since he was formally appointed one of the justices of that court. During all this time there has been a vacancy on the Superior Court bench, notwithstanding the pressure of work in that court. The delay is all the more singular since it was confidently stated two years ago that the gentleman now named would have the nomination. Then, in the case of the Circuit Court judgeships, the Magistrate's Court was abolished five months ago, and

the work has since devolved upon the Superior Court judges in Montreal. After a lapse of five months, the district magistrates have somewhat unexpectedly been appointed judges of the Circuit Court. Here again it would have been very desirable by prompt action to have prevented the names of other gentlemen from being discussed in the newspapers as candidates for the vacant positions.

As regards the Superior Court appointment, Mr. Archibald has been a hard-working and successful lawyer, and coming to the bench as he does with ripe experience, there is every reason to expect that he will be an efficient and capable judge.

In *Toupin* v. *The Montreal Harbour Commissioners*, Superior Court, Davidson, J., Montreal, June 30, 1893, it was held that the Board of Harbour Commissioners, Montreal, constituting in its corporate character the "pilotage authority" of the pilotage district, has no power to delegate to a committee its functions with respect to the investigation of charges against pilots. This nullity cannot be covered by acquiescence on the part of the accused. It was also held that the law requires the evidence in such investigations to be taken upon oath. Three commissioners make a quorum for such investigations, so that no inconvenience need result from requiring the Board to sit as a Board.

The attack made some time ago by one Norcross upon Russell Sage has given rise to a peculiar claim for damages, which came recently before the N. Y. Supreme Court—*Laidlaw* v. *Russell Sage*. A letter had been handed to the defendant, Sage, by a visitor, containing a threat that if he did not give said visitor a large sum of money, the latter would immediately explode a package of dynamite then in his possession. Plaintiff, who was ignorant

of the contents of the letter, and that any threat had been made, allowed defendant to gently draw him toward defendant and turn him round so as to bring plaintiff's body between defendant and the visitor. An explosion then occurred through which plaintiff sustained severe injuries. The Supreme Court held that such facts presumptively established a cause of action in favour of plaintiff against defendant; that the burden of proof was not on plaintiff to show that he would have been less seriously injured or not injured at all if he had been let alone, but that the burden of proof was on defendant, if he wished to avail himself of such defence, to show that without defendant's act plaintiff would have been equally injured. The judgment of the lower court was reversed, and a new trial ordered.

In *Bastien* v. *Labrie*, Superior Court, Pagnuelo, J., Montreal, Feb. 10, 1893, the action was for the recovery of the amount of several promissory notes made by the defendant to the order of a firm which had become insolvent. The notes had been sold by the curator, and had been endorsed by him. The court held that the endorsement constituted a valid transfer, and that it was sufficient for the plaintiff (the purchaser of the notes) to exhibit the endorsement to the maker, to notify him of the sale and prove the fact of the sale.

In *Mare* v. *Cleveland*, Superior Court, Davidson, J., Montreal, May 10, 1893, it was held that the defendant filing a *requête civile* is in the position of a plaintiff in respect of the *requête civile*, and, if a non-resident, is bound to satisfy the requirements of Article 29 of the Civil Code, as to giving security for costs and producing a power of attorney.

A question interesting to lawyers was decided in the Superior Court by Mr. Justice de Lorimier, Montreal,

June 27, 1893. Article 205 of the Code of Civil Procedure says: "A party's revocation of the powers of his attorney will not be received unless he pays him his fees and disbursements, taxed after hearing or notice given to the party." The question was whether the attorney revoked could claim disbursements not taxable in the bill, such as travelling expenses, etc., or payments for services rendered by other parties in connection with the suit, or a retainer promised him by his client. The article plainly points to a taxed bill, and the court held that the substitution could not be delayed by contestations which might arise upon other demands of the attorney upon the client, even if perfectly legitimate in themselves.

BELAIR v. *LA VILLE DE MAISONNEUVE—INJUNCTION—RIGHTS OF RATEPAYER.*

The notes of Mr. Justice Doherty in this case were not received in time to be included in the report, R.J.Q., 1 C.S. 181. Mr. Justice Pagnuelo, however, had this written opinion before him, and referred to it and followed the holding, in *J. G. Ross* v. *The Merchants Telephone Co.*, in which, on the 4th October, 1893, the issue of the writ was refused.

DOHERTY, J.:—

This case together with two others, that of *The Edison Electric Co.* v. *Barsalou*, and *Senécal* v. *The Town of Maisonneuve & Edison Electric Company*, arise out of a decision arrived at by the Council of the Town of Maisonneuve on the 21st September to light the town by the electric light.

In pursuance of this decision they instructed their engineer, Mr. Vanier, to advertise for tenders for furnishing the apparatus necessary for such lighting, in accordance with specifications prepared by him and approved by the council.

In response to his advertisements several tenders were received, and among others one from the company defendant and one from the Edison Electric Company. The former offered to

do the work required for $9,500, and the latter for the sum of $10,900.

These tenders were opened on the 5th of October, and the council by resolution then authorized the mayor, Mr. Barsalou, and the Light Committee, composed of Councillors Dudevoir, McQuade and Belair, to give the contract to whomsoever they should deem proper, after taking further information.

These gentlemen appear to have made inquiries, and looked at different electric systems, but took no definite action.

On the 7th October a regular meeting of the council was held, at which after the reading of the minutes it was resolved to hold the meeting with closed doors, and the council withdrew from the public hall into a small room at one corner of the platform. Here some discussion was had concerning the different tenders, and a letter was produced from the Edison Electric Co. offering to do the work in question for $9,400, being a deduction of $1,549 off their original tender, and making their price $100 less than that of the Royal Electric Co.

Thereupon a resolution was moved and seconded "That the contract for the electric light be granted to the Edison General Electric Co., according to the plans and specifications prepared by the engineer, at the price of $9,400 mentioned in their amended tender of 7th October, 1891."

To this motion it was proposed in amendment "That the contract be granted to the Royal Electric Co."

The amendment being put to the vote was lost, Councillors McQuade and Bennett voting for it, and Councillors Dudevoir, Belair, Goyette and Champagne against it, and the main motion being then put was carried on a similar division, the four who had voted against the amendment voting for the motion, and *vice versa*.

A motion was then carried, so far as the minutes show, without division, authorizing the Mayor to sign the contract for the electric light.

On coming out from the meeting the Mayor would appear to have stated in the presence of the persons in the public hall, among whom were the agents of both the Royal and Edison Electric Companies, that the latter had got the contract.

The next morning the manager of the Edison Co. sent to the secretary-treasurer of the municipality and obtained from him a copy of the resolution awarding the contract, sent also to the

town engineer and obtained instructions from him, and at once set to work to put up its apparatus.

The mayor would appear not to have approved of such great haste, and on the 9th October caused the secretary to write a letter to the Edison Co., informing said company that he, the secretary, had no authority to deliver copy of the resolution of the 7th, granting the contract for electric plant to the Edison Co., and requesting said company not to take any action on said resolution (Plaintiffs' Exhibit A[4]). Prior to this, on the 8th, the manager of the company had written the secretary of the municipality, informing him that in accordance with the resolution they had commenced work, and would have it completed within the time specified (Plaintiffs' Exhibit 3). It appears also that on the 8th the mayor telephoned the town engineer to tell the Edison Co. to stop work, and that he, the engineer, communicated the message to the company—and that on the 10th the mayor wrote them to the same effect, but the latter did not recognize the authority of the mayor to stop them.

On the 12th of October a motion was made to reconsider the motion of the 7th granting the contract to the Edison Co., and a counter motion, called an amendment, to the effect that "seeing the opinion of the attorney of the corporation on the question of the electric light, saying that the resolutions of the last meeting are regular, the resolution of the last meeting granting the contract of the electric light to the Edison General Electric Co. be reconsidered.

This so-called amendment being put to the vote was lost, three councillors, Dudevoir, Goyette and Belair voting for it, and three, McQuade, Bennett and Champagne voting against it, and the mayor giving his casting vote against it. The motion for reconsideration would appear to have been then put and carried on a similar division. The minutes of the meeting do not show this motion to have been so put, but by a correction ordered before adoption of such minutes at the subsequent meeting it is made to appear.

A motion was then made that the contract be given to the Royal Electric Co., to which it was moved in amendment that "the contract being granted to the Edison General Electric Co., it be not resolved to grant it to the Royal Electric Co., because opinions of lawyers have been furnished us declaring regular the resolution of the last meeting, granting the contract to the

Edison General Electric Co." This amendment was carried by a vote of 4 to 2, Councillor Champagne, who had voted for the reconsideration, voting in favor of the amendment. It was then resolved that the council generally take the opinions of the following counsel on the question of the contract for electric light granted the Edison General Electric Co., to wit, MM. Beauchamp, Roy, Laflamme and Augé, and that for that purpose the meeting be adjourned to Thursday the 15th.

On the latter date, after the council had heard the opinions of the counsel above-named, and taken communication of a letter from the Royal Company offering to provide the required system of electric lighting for $9,300, and another letter from the same company binding itself to hold the corporation indemnified of any claim in damages that might result from the granting by the town to the Royal Company of the contract, and a letter from the attorneys of the Edison Company threatening legal proceedings in the event of the corporation's rescinding or violating the contract made with that company, it was moved by Wm. Bennett and seconded by D. McQuade " that the contract for the electric lighting be granted to the Royal Company for $9,300 as mentioned in its tender of that date." To this motion an amendment was proposed to the effect " that seeing the contract had been granted on the 7th to the Edison Company, and everything had been legally done, it be not resolved to withdraw the contract from that company and give it to another." On this amendment the councillors divided equally, Councillors McQuade, Bennett and Champagne voting against it, and Councillors Dudevoir, Belair and Goyette for it. The mayor gave his casting vote against the amendment, and the main motion was carried on a similar division—and the meeting adjourned.

At the regular meeting held on the 21st, it was resolved, on a vote of three to two, that the engineer be instructed to give all necessary instructions to the Royal Co. to proceed with the work.

Meanwhile, on the 16th, the mayor had signed the notarial contract for the work with the Royal Company.

The latter company then set to work to perform its contract—the Edison being already, as has been stated, engaged in doing the same, although the Mayor, when called upon by them to sign, and tendered for signature on the 9th of October a draft of a

notarial contract for said work in accordance with the resolution of the 7th, had refused to sign it.

The foregoing facts have given rise to the three suits above mentioned.

By the first of these, directed against the Royal Electric Company and the town of Maisonneuve, and instituted on the 23rd of October last, Dolphis Belair, a ratepayer and voter of the town of Maisonneuve, seeks to have the resolution of the council of the 15th October, accepting the tender of the Royal Company of that date, declared to have been and to be illegal, irregular, null, void and of no force and effect, and to have the contract between said town and said company, passed as above recited, declared null and void, and cancelled and set aside, to have the said company ordered to suspend all works under said contract pending the suit, and that by the final judgment it be ordered that all works done by the said company be destroyed and demolished at the expense of the company.

On the same date, and by a petition to which is annexed a copy of his declaration, plaintiff set forth that all the allegations of his declaration were true, that it was necessary in his interest and that of the municipality of Maisonneuve that an order should be given or a writ should issue restraining and preventing defendants from continuing any work under the aforesaid contract; that the company defendant were carrying out the work under said contract and resolution to the great damage and injury of said municipality and plaintiff, and were moreover destroying and preventing the work being carried on by the Edison Company, which action on the part of the said company he alleged would do irreparable damage to said municipality and cause great loss, and prayed for an order or writ such as by him declared to be necessary.

Upon this petition, supported by an affidavit of petitioner affirming the truth of the allegations of his declaration and petition, and subject to the plaintiff's giving $600 security for costs, a writ was ordered to issue and issued restraining defendants from doing any work under the contract mentioned in the petition till further ordered.

Upon service of this writ of injunction defendant, the Royal Electric Company, petitioned to have the same returned at once, and to have the order therein contained suspended pending the final adjudication upon said writ of injunction. The writ was

ordered to be returned at once, but the other conclusions of the petition were rejected.

Defendant, the Royal Electric Company, then by an answer or defence to the declaration and petition for said writ of injunction, contested the right to said writ, and it is upon the issue upon the contestation of said writ of injunction, not upon the merits of the action to annul the resolution and contract and order the demolition of works done under it, that the case is before this court.

As has been said, the plaintiff embodies in or rather annexes to his petition for the injunction his declaration in the principal action, and relies upon its allegations as forming part of his petition.

This declaration recites in detail the proceedings of the council as above set forth, and claims that the resolution of the 15th October granting the contract to the Royal Company was and is null, for the following reasons:

1o. Because it was carried at an irregularly called meeting.

2o. Because it was passed without any motion having been adopted for the reconsideration of the resolution of the 7th accepting the tender of the Edison Company for the same work, and after the council had reaffirmed said resolution of the 7th.

3o. Because one of the councillors, Louis Champagne, who voted for the resolution attacked, was interested in the question, fearing to lose his employment with the St. Lawrence Sugar Refining Company unless he voted for said resolution—such fear on his part being induced by parties interested with and for said Royal Electric Company.

4o. Because on said date there was a legal and valid contract in force between said corporation and the Edison Company for the only work authorized or sanctioned by the council for the lighting of the said town.

5o. Because the time had expired for receiving tenders.

The contract is claimed to be null by reason of the nullity of the resolution upon which it was based.

The declaration then goes on to allege that the Royal Company is proceeding with the work, that the Edison system is the best, that the tender of the Edison Company was legal and regular, and legally and regularly affirmed by the council; that the mayor illegally refused to sign the contract with the Edison Company; that the said refusal of the mayor, the pretended ac-

ceptance of the tender of the Royal Company and the work done thereunder, will injure and cause harm to the municipality, and injure and destroy its property, and expose it to actions of damages, and that plaintiff as a rate-payer has a right to demand the nullity of said contract and the resolution whereon it was based, and concludes as already stated.

By its defence or answer to this petition and declaration the defendant, the Royal Electric Company, after generally denying the allegations of the petition, and more especially,

1o. That any notice of the resolution of the 7th was given the Edison Company.

2o. That the motion to reconsider the said resolution of the 7th was not carried.

3o. That there ever was any contract between the Edison Company and the municipality.

4o. That Councillor Champagne was interested in the contract, or acted under influence of fear, or that he was threatened by the company or any person for it, or in its interest.

5o. That the company's works cause any damage to the municipality or its property—

goes on to allege:

"That the plaintiff is without right on the face of the allegations of his declaration to ask and obtain a writ of injunction, and that he is also without interest to take this suit;

"That plaintiff is not a proprietor of real estate in the municipality, that he pays no taxes, is neither elector nor rate-payer, that he is not and will not be called upon to contribute anything to the cost of the electric plant in question, and the defendant's works have caused, cause, and can cause him no damage;

That plaintiff is a mere *prête-nom* for the Edison Company;

That defendant's works cause no damage to plaintiff, nor to any rate-payer of the municipality or the municipality itself, and that even were the latter exposed to any difficulty, inconvenience or damage resulting therefrom, it would have ample recourse at common law, without recourse to the writ of injunction;

That the municipality is protected by the guarantee of the Royal Company;

That the suspension of the work will cause immense damage to the company;

That in reconsidering the first resolution granting the contract to the Edison, and even in resiliating a contract made with them

had there been a contract, and making one with another company, the council acted within its rights, and that the courts have no power to interfere, the matter being in the discretion and within the jurisdiction of the council;

That a valid contract having been signed and executed, plaintiff cannot by a writ of injunction ask that it be not carried out, so long as it has not been annulled.

The plea then proceeds to attack the contract claimed to have been made with the Edison Company, claiming that the latter company had no right to take possession of the streets of Maisonneuve, or do any work therein; that it had no contract with the town; that all proceedings at the meeting of the 7th were null, said meeting having been held with closed doors, and not publicly as required by law; that said resolution was irregular and null, the council being bound to accept the lowest tender, which the Edison's first tender was not, and having no right to allow any tender to be changed without notice to other tenderers, which was done by collusion between the Edison Company and certain members and employees of the council; that said resolution was to be followed by a contract, and until such contract was passed there was no engagement between the parties, and the resolution remained the property of the corporation, and was reconsidered before any effect had been given to it, the Edison Company being notified by the mayor to do no work in virtue of it, and notified of its reconsideration;

That the only contract in existence was that with the Royal, which was valid and binding.

The plea concludes by asking that the resolution of the 7th be declared null as against public order, and the writ of injunction quashed.

By his answer to this *défense* plaintiff redeclares the allegations of his declaration, reaffirms his being a rate-payer of the municipality, and as such having an interest to bring the suit, but does not allege that he suffers or is exposed to suffer any special damage by reason of the works sought to be restrained, and which as he alleges cause damage to and impede the streets of the municipality. He then contradicts in detail the allegations of the defence, and sets up efforts made since the institution of the action to obtain a meeting of the council and the repeal of the resolution complained of, and their non-success by reason of the Mayor, McQuade, Bennett and Champagne absenting themselves,

Councillor Champagne being prevented from attending by persons interested for defendants, and that at the regular meeting of the 4th November a motion in effect repealing the resolution of the 15th was proposed, and an amendment negativing the same, and Champagne's vote thereon challenged on the ground of his being interested, which question the mayor illegally refused to put—and adds that the town of Maisonneuve does not contest because it is well aware that plaintiff's pretensions are well founded.

Upon the issues so joined a vast amount of evidence was taken, and the numerous important and interesting questions ably and exhaustively argued by the counsel of the parties.

The first question which the court is called upon to decide is that raised by the allegations of defendant's plea, putting in issue plaintiff's right to demand a writ of injunction.

It is to be remarked that the declaration and the petition contain no averment that any special damage will be suffered by Dolphis Belair, the plaintiff, by reason of the works sought to be enjoined. The declaration speaks solely of damage to be suffered by the municipality, and by its rate-payers generally, and though the petition of which this declaration is made to form part, alleges that the company defendant is carrying on its works to the great damage and injury of the said municipality and of plaintiff, this can hardly be said to amount to an allegation that plaintiff thereby suffers or is exposed to suffer any special damage particular to himself, and different from that which may result to every rate-payer from an injury done the corporation as a body.

The declaration and petition also make no special mention of the nature of the damage to be suffered by the municipality beyond speaking of it as damage to its property, and injury resulting from its being exposed to actions of damages.

The answer to the plea goes a step further, and specifies as one cause of damage that the works impede the streets of the municipality.

The evidence shows that the works sought to be enjoined consist in the main in the digging of holes for the planting of poles, the erection of such poles in the streets of Maisonneuve, the stringing of electric wires upon such poles—and the immediate injury resulting consists in the obstruction of such streets, and the ultimate damage apprehended is that of the responsibility in

damages of the corporation towards the Edison Company for injury resulting to it, should it be ultimately decided that that company had a valid contract for doing the work, by such work being interfered with by the operations of the defendant company. It is also contended that the putting up of both systems in the town may cause what is described as "electrical perturbations," a calamity the precise nature of which is not described.

It is to be said, also, that plaintiff's quality of elector is proven.

This being the general nature of the evidence, it clearly cannot for a moment be pretended that—whatever may be said as to there being any allegation of special damage suffered or apprehended by plaintiff—he either suffers or is exposed to suffer any special damage peculiar to himself as distinct from the general body of rate-payers, resulting from the works of defendant.

Indeed, at the argument the court did not understand it to be pretended that any such damage had been suffered or was apprehended by him—the contention being that as a rate-payer, he was entitled to an injunction to restrain the doing of works injurious to the municipality—or to an order in the nature of an injunction to suspend such works pending the decision of his action to annul the resolution in virtue of which the contract for said works was given.

Plaintiff claims to be entitled to the writ of injunction under subsections 1 and 3 of art. 1033a C.C.P.

The first of these sections provides for the issue of an injunction where a corporation, without right and without having complied with the formalities prescribed by law or by its charter, takes possession, or causes to be taken for it, possession of lands belonging to another, or makes or causes to be made upon lands belonging to another excavations or works of demolition or construction, and subsection 3 gives the same remedy where a person does anything in violation of a written contract or agreement.

It does not appear to the court that either of these subsections applies to the case here.

The first subsection is clearly meant to apply to the case of a corporate body, as such, taking possession of lands or causing possession to be taken of lands, or doing or causing works to be done upon lands belonging to another, and this without having complied with the formalities prescribed by law or its charter, to enable it so to do, which is not the case here, the complaint not being that the Royal Company is, as a corporate body, taking

possession of or doing works upon lands which the law would permit it to take or do, provided only it complied with certain formalities prescribed as a condition precedent to such action on its part, as would be, for example, the taking possession by a railway company or municipal corporation of lands it was authorized to expropriate, but without compliance with the formalities imposed upon it in order to the exercise of such right. What is sought to be restrained here is an alleged unlawful act being done by an incorporated company it is true, but not in virtue of any particular right claimed to belong to it *qua* corporation, but as claiming to be party to a particular contract alleged to be illegal and null, a contract which might be undertaken by a private individual as well as by a body corporate.

It would seem equally clear that subsection 3 is meant to apply to a person doing something in violation of a written agreement to which he is a party, and binding upon him. And here it is not contended that the Royal Company is under any contract, written or unwritten, binding it not to do the works in question, but at most that it should not be allowed to do them, because another company has a contract with the municipality, authorizing such latter company to do said works.

[To be concluded in next issue.]

CORONERS' INQUESTS IN ENGLAND.

A select committee of Parliament has been enquiring into the law and practice of coroners' inquests in England. Among others who gave evidence was Mr. George Collier, deputy coroner for Southwest Middlesex and secretary of the Coroners' society, who, among other things, thought that the public safety required that no deaths should be registered, unless the informant produced to the registrar a certificate of a certified medical practitioner stating the cause, and that no order for burial should be issued by the registrar, unless such death certificate was produced. It would, in witness' view, be an advantage to the coroner to have an independent medical man to examine into the cause of death in doubtful cases.

Dr. H. Nelson Hardy, police surgeon at Dulwich, was frequently called to deaths of a suspicious nature. Five per cent of the deaths were not certified, or, if certified, the true cause of death was not given. Whilst the coroner's enquiry might be satisfactory to the jury and coroner, the verdict of "death from

natural causes" or "by the visitation of God" did not give the real cause of death. Coroners' enquiries were often nothing but a farce. To show the loose way in which certificates were granted, witness quoted cases attended by him in which he refused to give certificates, but where certificates had been obtained from persons who had not been in attendance for a long time and were accepted by the registrar. Witness would suggest that in all cases where death was not certified by a qualified medical man, the matter should be referred to the police surgeon of the district for investigation.

WOMEN AT THE BAR.

Just at present the principal topic of professional interest seems to be the position of women at the bar. Chief Justice Bleckley, of Georgia, has recently delivered an address on "The Future of Women at the Georgia Bar," which was printed in the Atlanta *Herald* for July 9th, and is certainly deserving of publication in more permanent form. The address exhibits the characteristic qualities of the learned and gifted jurist's style—a style in which wit and wisdom go always hand in hand. His wisdom never becomes dry or unpalatable, but one never misses Judge Bleckley's thoughtfulness and serious purpose through his very attractive way of putting things. Perhaps we can discern an underlying protest of the sensibilities of one educated in an earlier generation than ours, against the full recognition of female lawyers; but the peroration evinces a sufficiently clear perception of the probabilities of the future.

"My prediction is that there will some time be a career for women on the bench and at the bar of Georgia, and even in legislation, but when, this deponent saith not. Until the public mind is prepared for such a delicate innovation, Georgia law must continue in its present state of half orphanage, and forego the care of any but the one parent from whom it has descended. It has no mother."

The Bench and Bar column of last Sunday's *Tribune* contained a graceful and well deserved tribute to Mrs. Myra Bradwell, the editress of the *Chicago Legal News*. We are glad to join in the appreciation there expressed of the great ability with which that periodical is uniformly conducted.

It appears that there is to be a convention of female lawyers at an early date at Chicago. These are some of the circumstances that have brought women's professional interests under special consideration at the present time.

For our own part, we resent theoretically at least, any specialization of "woman's position." The long history of injustice and oppression to which the female half of mankind has been subjected, has been largely due to just this process of specialization. We believe the traditional distinction between the male and female intellect is purely fanciful. Women are popularly supposed to rely principally on their intuitions and men on their reasoning faculties. Sober experience shows that the power of instantaneous apprehension of an actual state of facts is just as apt to exist in men as in women, and often to a greater degree in the former than in the latter. This is the faculty which explains the great practical success of rude and ignorant men in gigantic business enterprises. On the other hand, who has not met many apparently ill assorted couples, in which from a purely logical standpoint the grey mare was by all odds the better horse, the husband being the slave of prejudice and "intuition," and the wife capable of reasoning from known facts to their legitimate consequences? Such difference as exists between the male and female mind is not so much one of kind as of degree. The greatest achievements in all departments of human effort have as a rule been made by men, and we do not believe that the dependent and inferior position to which the female sex has been condemned in the past entirely accounts for the phenomenon. In art, in music, and in literature, women have practically stood on a fair footing of competition with men for many generations, and only in the single department of prose fiction have they produced anything of the first rank.

But the probable fact that women will not attain the highest places in the different departments of work offers not the slightest excuse for withholding from them by law equal property rights, equal political rights and an equal chance of success in any field they choose to enter. In the medical profession they have already made a decided mark largely because of the very circumstance of sex. Whether or not women are ever to be numbered among the greatest physicians and surgeons, there is no doubt but that in ordinary attendance upon females their services will often be more acceptable than those of male practitioners of equal ability. We do not anticipate anything like the same progress for women at the bar, principally on account of excessive competition. No doubt, women are mentally capable of rendering as valuable legal services as the average of male lawyers. But there are many motives outside of express talent for the law, which contribute to make our profession perhaps the most over-crowded of callings. For a woman of extraordinary legal capacity there is an opening at any time, although on account of prejudice and custom, her struggle will be a harder one than that of an equally gifted man. But the ranks of the profession are already surcharged with average ability, and from prudential motives we would counsel a woman merely bent on making a livelihood to choose some other sphere of effort.—*New York Law Journal.*