The Legal News.

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GRANT v. *BEAUDRY.*

It appears that Mr. Justice Gwynne did say that the decision of the Court of Queen's Bench on the merits of this suit was "extra-judicial and unwarranted," and therefore the special correspondent was justified in saying that the learned judge had *censured* the Court of Queen's Bench. It is difficult to conceive expressions more offensive.

The effect of such a denunciation will probably, however, be less striking than Mr. Justice Gwynne expected. It will not hurt the reputation of that Court, and it cannot well hurt his. It suggests, however, two reflections. The first is, why so much passion? The decision of the Court of Queen's Bench only declares the Orange association to be illegal in the Province of Quebec; so that an Orangeman might sit in judgment in the case of *Grant* v. *Beaudry* without fear of recusation, provided he confined the demonstrations of his Orangeism to the western bank of the Ottawa.

The second reflection is that in declaring that the decision of the Court of Queen's Bench, as to the merits of *Grant* v. *Beaudry*, was extra-judicial and unwarranted, Mr. Justice Gwynne blundered in his law, as is his wont.

The general rule is, that all the issues in a suit are within the jurisdiction of the Court. So even in the Roman law where the judge was charged by a formulary, he could go beyond it, with the consent of parties. Pothier, Pandectes. Bréard Neuville 3, p. 560. § *de re jud. l.* 26.

And it is only by exception that the Court abstains from exercising its full power. "*Cum multa sunt capita, non tenetur simul de omnibus sententiam dicere.*" *C. de sent. et interloc. l.* 15.

The Supreme Court was therefore acting within its right when it abstained from judging on the merits; but to say that it would have been extra-judicial to decide on the merits is simply nonsense.

As to the opportunity of deciding the question, since it was within the jurisdiction of the Court, it is unnecessary to argue. The parties desired it, the Court was fully prepared on the point, and since the Supreme Court has not ventured to say the decision was wrong, it remains as a warning to the ill-affected—a warning, the good effect of which, the Supreme Court has had the tact to impair, if it has not had the courage to destroy.

R.

STRANGE TRANSLATIONS.

The laborious striving, on the part of certain French Canadians settling in the United States, after a literal rendering into English of their names, or, in some cases, the mere sound of their names, shows that their aim is to translate and not to change. A New York correspondent says he is acquainted with one Magloire Vincent who now rejoices in the appellation of "My Glory Twenty Hundred!" A Pierre Chabot has become "Peter Catshoe" (why not "Puss in Boots?"); Noel Vien subscribes himself "Christmas Coming"; Joseph Marchterre is now "Joseph Sidewalk"; Noel Prairie is "Christmas Meadow"; Toussaint Coté, "All Saints Side": Joachim Poulin, "Washington Colt"; Noel Trudeau, "Christmas Waterhole"; Jean Phaneuf, "Jack Makes-nine"; Vincent Archambault "Twenty hundred Arch in beauty." Magloire Benoit has evidently been hard pressed for a translation, and has turned his name into "My Glory by Night!", which sounds like a bad pun on his patronymic.

Mark Twain has recently learned, from a decision of the United States Circuit Court, that his *nom de plume* may be stolen with impunity. An author who does not protect himself by obtaining a copyright cannot complain if his books are republished with his own name or his *nom de plume* on the title page. Imagine the feelings of "My Glory by Night" if, having gone to bed in the happy conviction that he was the sole possessor of the name, he should wake up to find that somebody had arrayed himself in the borrowed splendour of a similar title!

THE TAKING OF EVIDENCE.

At a meeting of the General Council of the Bar, held at Quebec on the 2nd instant, it was decided to recommend to Government that regular court stenographers should be appointed at fixed salaries, and that a number of copies of the evidence should be made by means of type-writers for the use of judges and lawyers in appeal cases, these official stenographers to

be paid from a certain rate per folio collected by the prothonotary in each district. It was also recommended that the fees for admission to the study and practice of law be raised to meet the expenses of holding examinations, and for the more perfect organization of the Bar. The Council had an interview with the Hon. Mr. Mousseau, who promised to give the matter his attention, and to bring it before the House at an early date.

INSOLVENT ESTATES.

It is worthy of note that after nearly three years' experience without a Bankrupt Act, the Montreal Board of Trade continues to be opposed to legislation for the discharge of insolvents. But in abolishing the Insolvent Act in April, 1880, the Parliament of Canada omitted to make uniform provision for the equal distribution of the assets of bankrupt estates. The Montreal Board of Trade is seeking to elicit an expression of opinion on this subject, from commercial organizations throughout the country, with the view of submitting a Bill to Parliament. They say: "Since the repeal of the Insolvent Act of 1875 and amendments the mercantile community has had to depend upon the imperfect and widely differing systems for collection of debts prevailing in the different provinces of Canada. It is almost needless to add that the means provided by the provincial laws are most inadequate for the purposes contemplated by this board. It is believed the business men of the Dominion feel that in these circumstances a general and uniform law for the equitable distribution of the assets of persons who are no longer able to pay the full amount of their debts, and who are virtually at the mercy of the bailiffs of every creditor, is a pressing necessity." They expect that if there shall appear to be a concurrence of opinion in favor of an efficient measure that will provide an inexpensive method of distributing the assets of an insolvent among his creditors—a measure that will grant relief without encouraging insolvency—Parliament may be relied upon to give effect to the desire of the country. But they are careful to add that in asking for the enactment of such a measure, they are of opinion "that provision for composition and discharge of insolvent debtors should be left entirely at the option of the creditors, because it appears that only in this way is it possible to avoid most of the complications incident to previous legislation on the question of insolvency."

SUPERIOR COURT.

MONTREAL, Jan. 31, 1883.

Before TORRANCE, J.

WRIGHT et al. v. GALT.

Lessor and lessee—Premises in unsafe condition—Resiliation of Lease.

Where the building leased was in a dangerous condition, and was sinking, owing to weakness of the foundation, and the Building Inspector of the city had condemned it as unsafe, held, that the lessee was justified in abandoning the premises, and was entitled to recover from the lessor all damages thereby suffered by him.

This was an action by tenant against landlord for resiliation of lease and for damages. The lease was made to plaintiffs as saloon keepers at $15 per month for 21 months from the 1st August last. The plaintiffs complained that the building showed signs of tumbling down since 1st September, and on the 11th October the Building Inspector condemned it as dangerous; that owing to the original defects in the construction of the building and in the walls and foundation thereof, the plaintiffs' business and their use of the premises were interfered with to an extent causing them great damage. On the 30th October plaintiffs notified defendant that they would leave the premises on the 31st October, and tendered all rent to that date. The defendant joined issue with plaintiffs.

PER CURIAM. It is in evidence that the Building Inspector, Olivier Rouillard, condemned the building as unsafe and dangerous on the 11th October He gave a notice in writing and swears that its statements are true. Walbank and Fowler, both architects, testify to defects in the foundations, but Fowler cannot answer the question whether they are dangerous. Simeon Lebeau, carpenter and contractor, also testifies to defects. On the other hand, Louis Bourgouin, Alex. C. Hutchison and Daniel Wilson, while they admit the defects, say that there was no danger. Walbank says that the building was considerably out of plumb. Fowler, examining the building at the time of the trial in

November, says that on the east side at the back it is three or four inches off the perpendicular, and in front seven inches off the perpendicular. John M. Lee said that in one part the wall leans seven or eight inches. The west wall bulged considerably. He would not like to live in the building. Galt, the lessor, examined as a witness, says the building was moved back two or three years ago. I must therefore say that the evidence of the witnesses is contradictory as to the danger of the building. But my attention has been particularly called to a protest by the lessor on the 17th October in answer to the protest of plaintiffs on the 14th October; the notary, speaking for Galt, there says that, whereas by their protest the plaintiffs pretend that the building "is in a dangerous "condition (the cause being that a portion of "the said building is sinking a little on account "of the foundation not being strong enough), "and that the said Wright and Bent (plaintiffs) "require the said building to be properly re-"paired;" "wherefore I, the said notary, inti-"mated to the said Wright and Bent that the "said William Galt will have the said build-"ing properly repaired with all speed possible; "that the repairs have already commenced to "be executed by a competent builder; that "proper props and supports have been put to "the said building in order to secure the said "building from sinking any more, or from "suffering any further damage; that no danger "is now to be apprehended from the actual con-"dition of the said building, and that the said "William Galt is ready to cancel the said lease "immediately if the said Wright and Bent are "agreeable and willing to do so; *but if they con-"tinue on the said lease, they must accept and they "will be considered as accepting and assuming all "the risk of the said building*, and of all the "works which are required to be done and "which will be done to the said building in order "to put the said building in a good, strong "and safe condition. * * * * * * The "said Galt pretends that the said Wright and "Bent have not suffered any loss or damage of "any kind on account of the actual condition "of the said building, and that the said build-"ing is now safe from any danger whatever "on account of the strong supports put up to "the said building, &c." Here the lessees, plaintiffs, were told on the 17th October "they must "accept and they will be considered as accept-"ing and assuming all the risk of the said "building and of all the works which are re-"quired to be done and will be done to the said "building in order to put the said building in "a good, strong and safe condition." I have said that the evidence was contradictory as to the danger, but the landlord here utters a warning, and the tenants may be held to have acted prudently in the abandonment. It is not necessary to await a catastrophe in order to prove a right. There is no question as to the obligation of the lessor to warrant a safe and peaceable enjoyment, which has been wanting. Therefore, the pretension of the plaintiffs should be upheld, and the inference follows that they are entitled to damages. The most serious items are the license, the fittings up and the profits. These damages are assessed at the sum of $409.55.

Macmaster, Hutchinson, Knapp & Weir, for the plaintiffs.

Davidson & Cross for the defendant.

SUPERIOR COURT.

MONTREAL, January 31, 1883.

Before TORRANCE, J.

LAMBERT v. THE GRAND TRUNK RAILWAY CO. OF CANADA.

Railway—Horse killed—Proof of Negligence.

Where a horse was found dead near the railway track, and there was no evidence as to how he was killed, but it was proved that the fence adjoining the track was in good condition, and it appeared that people passing through the gate in the fence often left it open; held, that the company was not liable.

PER CURIAM. This is an action to recover the value of a horse alleged to have been killed on the 11th August, 1881, through the negligence of defendants, and their neglect in not keeping the fences separating the road from the land of one Isaie Goyette in good order. The horse was found dead at the bottom of a culvert on the railroad. He had escaped from the field adjoining through a gate. There is no evidence of the train or locomotive having struck the horse or how he was killed. As to the condition of the fence through which the horse escaped from the land of Goyette, the evidence is conflicting, but the Court prefers the

evidence of the defendant's employees as more satisfactory. There is this circumstance testified to by several witnesses, that Isaie Goyette, the proprietor, immediately after the accident, when asked to account for it, said that the fence was good and the gate was shut at night and found open in the morning, through which the horse escaped. It was a common practice for people passing through the gate to leave it open. It is a suspicious circumstance that the proprietor transferred his claim, six months after the accident, to the plaintiff, described as a clerk, and that there was no consideration given, and that they were to share in the proceeds if successful against the company. The action was taken immediately after the transfer. Why was the transfer made? Probably Isaie Goyette, the assignor, had little confidence in his claim. There was a case of *Simard* v. *St. Lawrence & Champlain Railroad Company*, decided in appeal, 14 L.C.R. 406, which resembled this case in important respects. The Court here holds that the plaintiff has failed to establish his case.

Action dismissed.

Préfontaine & Major for the plaintiff.

G. Macrae, Q.C. for the defendant.

MASTER AND SERVANT.

LIABILITY OF EMPLOYER TO WORKMAN FOR INJURIES RESULTING FROM NEGLIGENT PERFORMANCE OF DUTIES WHICH THE EMPLOYER OWED TO THE WORKMAN.

A correspondent asks us to publish the following judgment of Ross, J., in the Superior Court, Vermont, General Term, November, 1882, in the case of *M. R. Davis*, Administrator v. *Central Vermont R. R. Co.*:—

Ross, J. The plaintiff's intestate, a locomotive fireman in the employment of the defendant, was killed December 10th, 1878, while discharging his duties in such employment. This action is brought to recover damages sustained by the widow and next of kin from the death of the intestate. The declaration charges that: on the above named day the defendant was operating the Rutland Railroad as lessee; that the intestate was in its service as locomotive fireman on its passenger train passing over the railroad; that thereupon it became and was the duty of the defendant to keep and maintain a sufficient and safe roadbed and track, and to use due and proper skill and care in furnishing and maintaining a suitable and sufficient roadway for the passage of its passenger trains; and that the defendant so negligently and carelessly performed its duty in this respect that the roadbed became washed away and the intestate was thereby killed. This is the substance of the several counts in the declaration.

The evidence showed that the accident occurred near Bartonsville on the Rutland Railroad, and was caused by the washing out of a culvert. The plaintiff claimed and gave evidence from which the jury have found that the culvert was in an improper condition, resulting from the negligence and carelessness of the road master, bridge builder and section boss. The culvert had been washed out two or three times before. The last time before that occasioning the accident was by the freshet of 1869. It was then rebuilt by the bridge builder of the Rutland Railroad Company or of the trustees who were operating it, and the embankment over it was constructed by the road master of the same. The plaintiff claimed and gave evidence tending to show that, in constructing the culvert, the bridge builder carelessly and negligently obstructed it by constructing an improper stockade of piles on the up stream side to prevent the drift wood and brush from being carried into the culvert by the brook that flowed through it, and that the road master carelessly and negligently constructed the embankment above the culvert—and which was washed away on the occasion when the intestate received his injuries,—of loose and improper material. She also claimed and gave evidence tending to show that this defendant through its bridge builder and road master had carelessly and negligently allowed these defects to remain during all the years it had been operating the road, and also that its section boss had carelessly and negligently allowed the stockade to become partially filled and clogged so that it further obstructed the passage of water. The testimony further tended to show that the washout of the embankment above the culvert was occasioned by the stockade holding back the water so that it rose and ran over the embankment and washed out the loose and improper material of which it was constructed. It was not claimed by the plaintiff but that the defendant's bridge builder, road master and sec-

tion boss were ordinarily skilful and careful men in their several employments, nor that the defendant was guilty of any negligence in selecting and employing them. The plaintiff's evidence further tended to show that the defendant entrusted the construction and maintenance of all the bridges and culverts on that division to its bridge builder, and that the construction and maintenance of the track and road bed of that division was entrusted to its road master who had under him section bosses each of whom had a gang of section men and had under the road master the care of about five miles of the track and roadbed. The plaintiff in the trial court contended that the negligence of its bridge builder and road master in caring for the culvert and in failing to keep the same in proper repair, both in regard to the improper construction and continuance of the stockade and the embankment above it was in law the negligence of the defendant, and the County Court in substance so held and instructed the jury. The correctness of this holding and instruction is the principal question involved in the decision of this case. The other contentions of the defendant, that the declaration should have alleged, that it had notice of the defects in the culvert and embankment, and that evidence of notice to its bridge builder and road master of these defects was improperly admitted, depend upon whether the bridge builder and road master so far stood in the place of the defendant in regard to its duty and negligence to the intestate. That their knowledge of the defects and their negligence in regard thereto were in law the knowledge and negligence of the defendant. The defendant contends that the bridge builder, road master and section boss were fellow servants of the intestate in running its trains and operating the road, and that their negligence and want of care are not in law imputable to it, that it is not liable for the consequences thereof to the intestate or his representatives; and that the consequence of such negligence was one of the risks which the intestate assumed when he entered upon the employment. It relies upon the decision of Hard vs. the Vermont and Canada R. R. Co., 32 Vt. 473. In the light of that decision it must be confessed that they were fellow servants with the intestate in the general work of operating the road. Since that decision was promulgated

the general subject of how far and when a master is liable to an employee for injuries resulting from the negligence of a co-employee has been often before the courts of last resort in this country and in England, and has been much considered and discussed. The conclusions reached have not been uniformly the same. The general principles underlying the determination of the duties and liabilities of the master and of the risks which the servant assumes by entering upon the employment, are very generally agreed upon.

Where the employment is hazardous it is very generally agreed, that the master assumes the duty of exercising reasonable care and prudence to provide the servant a reasonably safe place and reasonably safe machinery and tools to exercise the employment, and to maintain the place (track) machinery and tools in a reasonably safe condition during the time of such employment.

He also assumes the duty of exercising the same measure of care and prudence to provide suitable materials, suitable and sufficient co-servants to properly exercise the employment or carry on the business. Where this duty is discharged by the master, the servant assumes all risks and hazards attendant upon the exercise of the employment, or performance of the work, including those resulting from the negligence and carelessness of co-servants.

The diversity in the decisions has arisen in determining who are co-servants in the common employment, and whether the master is to be charged with the negligence of an employee who in some parts of the employment is discharging a duty incumbent upon the master. Some courts have held that the master is responsible for the negligence of a servant who had the right to command and did command an under servant who was injured in the performance of such command or order negligently given.

This distinction, however, is not now generally recognized, nor would it seem to be a proper application of the general principles which all agree, apply to the relation of master and servant in regard to injuries sustained by the latter in performing the service. The principal diversity in the latter decisions arise in determining the extent of the liability of the master for the negligence of his servant, which causes injury to another servant, alike perform-

ing a duty which by the relations of master and servant rests upon the master. The English Courts generally hold, that where the master has provided a reasonably safe place, machinery and materials in and with which the work is to be performed, but undertakes to keep the place and machinery in suitable repair through agents and servants, he has fully performed his duty when he has exercised reasonable care and prudence in selecting skillful and careful servants to detect defects and make repairs, and has supplied such servants with suitable materials with which to make such repairs, and that the master is not liable to another servant for any negligence of the first servant in detecting and making such repairs.

Wilson v. *Merry et al.*, 1 L. R., (S. & D. Ap. 6) 326. In this case the Lord Chancellor states the doctrine as follows :—

"I do not think the liability or non liability of the master to his workmen can depend upon the question whether the author of the accident is not or is in any technical sense the fellow workman or *collaborateur* of the sufferer.

"In the majority of cases in which accidents have occurred the negligence has no doubt been the negligence of a fellow workman; but the case of a fellow workman appears to me to be an example of the rule and not the rule itself.

"The rule, as I think, must stand upon higher and broader ground..... The master is not and cannot be liable to his servant unless there be negligence on the part of the master in that, in which he, the master, has contracted or undertaken with his servant to do. The master has not contracted or undertaken to execute in person the work connected with his business. The result of an obligation on the master personally to execute the work connected with his business in place of being beneficial, might be disastrous to his servant, for the master might be incompetent personally to perform the work.

"At all events a servant may choose for himself between serving a master who does and a master who does not attend in person to his business. But what the master is, in my opinion, bound to his servant to do, in the event of his not personally superintending and directing the work is to select proper and competent persons to do so and to furnish them with adequate materials and resources for the work. When he has done this, he has, in my opinion, done all that he is bound to do. And if the persons so selected are guilty of negligence this is not the negligence of the master, and if an accident occurs to a workman to-day in consequence of the negligence of another workman, skillful and competent, who has formerly been but is no longer in the employment of the master, the master is in my opinion not liable although the two workmen cannot technically be described as fellow workmen."

This view places the liability of the master upon the duty he owes the workman arising from their relations to each other. It implies that if the master personally attempts to discharge that part of the work which the relation devolves upon him, and his negligence therein causes injury to the workman, the master is liable therefor.

The question is naturally suggested : Why should he not also be liable for the negligence of the agent or servant whom he has appointed to discharge the same duty in his stead although he has exercised due care to select a person competent and skillful?

Is such an agent or servant while performing the duty cast by the relation upon the master, a fellow workman with the master's servant in the employment, in such a sense that the latter cannot and ought not to recover of the master for injuries sustained through the negligence of the former? If so, the master who performs his part of the duty, as this defendant and all corporations must, by agents and servants, secures an immunity from liability which the master who personally enters the service to manage and direct the performance of the work does not enjoy.

The doctrine now established by the United States Supreme Court and by most of the Courts of last resort in the several States, holds the master liable to his workman for injuries sustained from the negligent performance of duties which rest by the relation upon the master, whether the master performs such duties personally or through an agent or servant.

Says Mr. Wharton in his work on Agency, p. 232 :

"It is important..... to remember that the master is liable *where the negligence of the offending servant was as to a duty assumed by the master as to working place and machinery.*

"A master, as we have already seen, is bound when employing a servant to provide for the servant a safe working place and machinery. It may be that the persons by whom buildings and machinery are constructed are servants of the common master, but this does not relieve him from his obligation to make buildings and machinery adequate for working use. Were it otherwise, the duty before us, one of the most important of those owed by capital to labor, could be evaded by the capitalist employing his own servants in the construction of his buildings and machinery. In point of fact this is the case with most great industrial agencies: but in no case has this been held to relieve the master from the duty of furnishing to his employee, material, machinery and structures adequately safe for their work. He does not guarantee that either buildings, machinery or organization should be perfect, but he is bound by the rule *sic utere tuo ut non alienum lædas* to use such diligence and care in this relation, as is usual with good business men in his line. It is not enough for him to employ competent workmen to construct his apparatus. If an expert, he must inspect their work, and if not, he must employ another competent person as expert for the purpose. If such, however, is his duty he must not only see that the structure he provides is suitable at the outset, but that it is kept in repair. And the repairer's negligence in this respect is the master's negligence."

Says Mr. Pierce in his work on Railroads, p. 370:

"The Company like any master is under an obligation to its servants to use reasonable care to provide and maintain a safe road bed and suitable machinery, engines, cars and other appointments of the railroad, and is liable to them for injuries resulting from the defects which it knew or ought to have known and could have prevented by the exercise of such care; and it is under the same duty and liability to maintain these instrumentalities in proper condition. The servant assumes the natural risks of his employment, but not those which the wrongful act of the employee has added."

The same doctrine was held by the United States Supreme Court in *Hough* v. *Railway Co.*, 100 U. S. 213, in which Mr. Justice Harlem reviews the authorities.

In a note the reporter has cited a long list of cases sustaining the doctrine. *Holden* v. *Fitchburg R. R. Co.*, 129 Mass. R., 268, also found in 2 Am. and Eng. R. R. Cases 94, is a recent case on this subject, in which the Hon. C. J. Gray, of Massachusetts, ably reviews the cases, and states the same doctrine. The editor of the latter report, has in a note to this case collected a large number of American cases in which the same doctrine has been announced. When the case of *Hard* v. *The Vermont and Canada R.R. Co.*, *supra*, was decided, the liability of the master was held to be dependent upon whether the servant whose negligence caused the injury and the servant injured were fellow servants in a common employment or work. Making this the test for determining the master's liability, the reasoning and conclusions of the late Chief Justice Pierpoint are unanswerable. But this test while determinative in a great number of cases as we have seen, has been abandoned both in England and in this country, and in lieu thereof the master's liability has been made to rest upon whether the negligence arose in the performance of a duty for the careful discharge of which he became responsible when he assumed the relation of master to the injured servant.

On these principles which, we think, furnish the true grounds upon which the master's liability rests, and on the American appli ation of them, the charge of the County Court in the particulars to which exceptions were taken contained no error. The American doctrine, holding the master liable for the negligence of his servant while discharging a duty which the master owes to a general workman, is more consonant with reason and the general safety of the travelling public than the English doctrine announced in *Wilson* v. *Merry*, *supra*. The bri ge builder and road master while inspecting and caring for the defectively constructed culvert were performing a duty which as between the intestate and defendant, it was the duty of the defendant to perform. Their negligence therein was the negligence of the defendant. Being the agents of the defendant for the performance of these duties, notice to them in regard to the defective construction of the stockade as affecting the safety of the culvert was notice thereof to the defendant. Hence the evidence to show such notice to them was properly admitted.

The declaration charged that the defendant was negligent in regard to the construction and repairs of the culvert.

This bound the plaintiff to prove such negligence: as against the motion in arrest of judgment, this was sufficient. It could not be negligent in these particulars, unless it knew through those on whom it had cast duty of inspecting and repairing the culvert, or ought to have known of the defects complained of.

The charge of culpable negligence impliedly charged the defendants with knowledge of the defects.

Nor do we think that the evidence showed that the freshet which washed out the embankment was as extraordinary as to excuse the defendant from liability.

It showed that the culvert was sufficient in capacity and construction, if it had not been for the improper construction of the stockade, to have discharged all the water that flowed in the brook on that occasion. Under the evidence it was clearly the duty of the Court to submit that question as it did to the determination of the jury. Hence the defendant's request, asking the Court to hold that the defendant was not liable on this account, was properly refused.

The judgment of the County Court is affirmed.

[See *Fuller* v. *Grand Trunk Ry. Co.*, 1 L.C. Law Journal, p. 68; and *Bourdeau* v. *Grand Trunk Ry. Co.*, 2 L.C. Law Journal, p. 186.—Editor Legal News.]

GENERAL NOTES.

Some idea of the enormous expense of the Belt trial can be formed from the fees paid to the defendant's three counsel alone. Mr. C. Russell's brief was marked 200 guineas, Mr. Webster's 150 guineas, exclusive of "refreshers," which were 50 guineas a day for the leader, 40 guineas for Mr. Webster and 20 guineas for the junior, to whom Mr. Webster paid such a flattering public compliment. The trial lasted forty-three days, and the aggregate fees amounted to 5,180 guineas. The jury, by arrangement, received one guinea a day.

The Cremation Society of England, which prefers to incinerate the remains of its members to committing them to the silent embraces of mother earth, is meeting with difficulties in carrying out its ends. When Sir R. Cross was Home Secretary, he informed the society that whether or not the law forbade cremation, the public interest required that it should not be adopted till many matters of great social import had been duly considered and provided for. Burial can be followed by exhumation; but the process of cremation is final, and this in the case of death by poison or violence might tend to defeat the ends of justice. Sir R. Cross could not therefore acquiesce in the continuance of the undertaking of the society to carry out the practice of cremation, until Parliament had authorized such a practice by either a special or general Act. Sir William Harcourt more recently gave the same decision, so that for the present, and until public sentiment is considerably altered, the burial style now in vogue will continue in England.—*Mail.*

Crime in Ireland.—The record of the past year is one which will be long remembered in Ireland. If the darkest time be before the dawn we have reason to hope that the sun is about to shine on that unhappy land. The record for 1882 contains twenty-seven strictly agrarian murders, chief amongst which were those of the Joyce family, five in number, slaughtered while asleep in their little cabin in the mountains of Maamtrassma; of the two bailiffs of Lord Ardilaun (an old man and his grandson), who were shot dead when they went to serve eviction notices on tenantry dwelling near the shores of Lough Mask, Connemara, and whose bodies were then tied in sacks and sunk in the deep waters of the lake; of Mrs. Smythe, whose head was blown literally into fragments at Barbavilla, Westmeath, as she drove home from Church one Sunday afternoon in a carriage with her sister and her brother-in-law (a local landlord); of Mr. Walter Bourke (a landlord) and Corporal Wallace (one of Mr. Bourke's military body-guard), who were both shot dead in broad noon-day on the public road near Rapassane, Galway; of Mr. Blake (land agent of the Marquis of Clanricarde) and his servant man, who were both shot dead on the road near Loughrea, Galway; of Constable Kavanagh, who was shot dead at Letterfrach, Galway; and of Mr. Herbert, a grand juror, who was shot dead at Castle-island, Kerry. All these twenty-seven murders were assassinations, pure and simple, and in no case whatever could even the palliation be urged that death resulted as the consequence of a fight. The murderous design was always stealthily and deliberately carried into execution. In one instance in which a herdsman named Linnane, seventy years old, was shot dead while sitting at his fire-side at Miltown, Mally, Clare, because he had worked on a "boycotted" farm, the circumstances of the case were more than ordinarily mournful, for his son, who had been sitting at his side when the fatal shot was fired by the "Moonlighters" who attacked the house, lost his reason through his fright and horror, and died crazy some months afterwards. But besides this fearful catalogue of crime, in very few instances of which any one was brought to justice, were the startling assassinations of Lord Frederick Cavendish (the Chief Secretary for Ireland) and Mr. Burke (the Under Secretary for Ireland), on Saturday evening, May 6th, in Phœnix Park, Dublin. Then also frequent assassinations occurred in Dublin streets; these, though undoubtedly political, cannot be exactly classed with agrarian crime. In different parts of the city four informers were assassinated, and a police constable named Cox was shot dead while aiding in an attempt to arrest a party of armed Fenians, thus bringing the entire number of political and agrarian murders committed in Ireland during the past year up to thirty-four.