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SUPREME COURT OF CANADA.

OTTAWA, 1st May, 1897.

Quebec]

LAMBE v. ARMSTRONG.

Sale by sheriff—Folle enchère—Re-sale for false bidding—C.C.P. 690 et seq.—Questions of practice—Appeal—C.C.P. 688—Privileges and hypothecs—Sheriff's deed—Registration of—Absolute nullity—Rectification of slight errors in judgment—Duty of appellate court.

Questions of practice raised on appeal may be taken into consideration by the Supreme Court of Canada, when the decision of such questions involves substantial rights in litigation or might have the effect of causing grave injustice.

Part of lands seized by the sheriff had been withdrawn before sale, but on proceedings for *folle enchère* it was ordered that the property described in the *procès-verbal* of seizure should be re-sold, no reference being made to the part withdrawn. On appeal, the Court of Queen's Bench (Q.R., 6 Q.B. 52) reversed the order on the ground that it directed a re-sale of property which had not been sold, and further because an apparently regular sheriff's deed of the lands actually sold had been duly registered, and had not been annulled by the order for re-sale, or prior to the proceedings for *folle enchère*.

Held, that the Court of Queen's Bench should not have set

aside the order, but should have reformed it by rectifying the error. Where a sheriff's deed has issued improperly and without authority it must be treated as an absolute nullity, notwithstanding that it has been registered and may appear upon its face to have been regularly issued, and in such a case it is not necessary to have it annulled upon taking proceedings for *folle enchère*.

Appeal allowed with costs.

Macmaster, Q.C., and *Stephens, Q.C.*, for the appellant.
Morgan, for the respondent.

Quebec.] 1st May, 1897.

LA VILLE DE CHICOUTIMI v. LÉGARÉ.

Municipal corporation—Waterworks—New works—Extension of works—Repairs—By-law—Resolution—Agreement in writing—Written contract—Highways and streets—R.S.Q. Art. 4485 *—C.C.P.* 1033*a*.

By a resolution of the council of the town of Chicoutimi, on the 9th October, 1890, based upon an application previously made by him, L. obtained permission to construct waterworks in the town and to lay the necessary pipes in the streets wherever he thought proper, taking his water supply from the River Chicoutimi at whatever point might be convenient for his purposes, upon condition that the works should be commenced within a certain time and completed in the year 1892. He constructed a system of waterworks and had it in operation within the time prescribed, but the system proving insufficient a company was formed in 1895 under the provisions of R.S.Q. Art. 4485, and given authority by by-law to furnish a proper water supply to the town, whereupon L. attempted to perfect his system, to alter the position of the pipes, to construct a reservoir, and to make new excavations in the streets for these purposes without receiving any further authority from the council.

Held, (Gwynne, J., dissenting) reversing the judgment appealed from (Q.R., 5 Q.B. 542) that these were not merely necessary repairs, but new works, actually part of the system required to be completed during the year 1892, and which after that date could not be proceeded with except upon further permission obtained in the usual manner from the council of the town.

That the resolution and the application upon which it was founded constituted a "contract in writing and a written agreement" within the meaning of article 1033*a* of the Code of Civil Procedure of Lower Canada, and violation of its conditions was a sufficient ground for injunction to restrain the construction of new works.

Appeal allowed with costs.

Geoffrion, Q.C., and *Belleau, Q.C.*, for the appellants.
Stuart, Q.C., for the respondent.

1st May, 1897.

Quebec]

ROBIN v. DUGUAY.

Will—Construction of—Donation — Substitution — Partition, per stirpes or per capita—Usufruct—Alimentary allowance—Accretion between legatees.

The late Joseph Rochon made his will in 1852, by which he devised to his two sisters the usufruct of all his estate and the property therein to his children, naming Pierre Dupras, his uncle, as his testamentary executor, and directing that his estate should be realized and the proceeds invested accordingly to the executor's judgment, adding to these directions the words, "enfin placer la masse liquide de ma succession à intérêt ou "autrement, de la manière qu'il croira le plus avantageux, pour "en fournir les revenus à mes dites sœurs et conserver les fonds "pour leurs enfants," and providing that these legacies should be considered as an alimentary allowance and should be non-transferable and exempt from seizure. By a codicil in 1890 he appointed a nephew as his testamentary executor in the place of the uncle, who had died, and declared: "Il sera de plus l'adminis-"trateur de mes dits biens jusqu'au décès de mes deux sœurs "usufruitières, nommées dans mon dit testament, et jusqu'au "partage définitif de mes biens entre mes héritiers propriétaires, "et il aura les pouvoirs qu'avait le dit Pierre Dupras dans mon "dit testament."

Held (affirming the judgment of the Court of Queen's Bench, Q.R., 5 Q.B. 277) Gwynne, J., dissenting, that the testamentary dispositions thus made did not create a substitution, but constituted merely a devise of the usufruct by the testator to his two

sisters, and of the estate (subject to the usufruct) to their children, which took effect at the death of the testator. That the charge of preserving the estate—" conserver les fonds "—imposed upon the testamentary executor, could not be construed as imposing the same obligation upon the sisters who were excluded from the administration, or as having, by that term, given them the property subject to the charge that it should be handed over to the children at their decease, or as being a modification of the preceding clause of the will by which the property was devised to the children directly, subject to the usufruct. That the property thus devised was subject to partition between the children *per capita* and not *per stirpes.*

Appeal dismissed with costs.

Robidoux, Q.C., for the appellant.
A. Geoffrion, for the respondent.

Quebec] 12th May, 1897.

CITIZENS LIGHT & POWER CO. v. PARENT.

Appeal from Court of Review—Appeal to Privy Council—Appealable amount—54 & 55 V. (D.) ch. 25, s. 3, ss. 3 & 4—C.S.L.C. ch. 77, s. 25—C.C.P. Arts. 1115, 1178; R.S.Q. Art. 2311.

Notwithstanding that by the jurisprudence of the Judicial Committee of the Privy Council, where the right of appeal from decisions of the Courts of Lower Canada depends upon the amount in controversy exceeding five hundred pounds sterling, the measure of value for determining such right is the amount recovered in the action, yet in appeals to the Supreme Court of Canada from the Court of Review (which by 54 & 55 Vic., ch. 25, sec. 3, ss. 3, must be appealable to the Judicial Committee of the Privy Council), the amount by which the right of appeal is to be determined is that demanded and not recovered if they are different, as provided by sub-section 4 of the third section of the said act, and by R. S. Q. art. 2311.

Motion refused with costs.

R. C. Smith, for the appellant.
Charbonneau for the respondent.

1st May, 1897.

Quebec]

DUROCHER v. DUROCHER.

Evidence—Judicial admissions—Nullified instruments—Cadastre—Plans and official books of reference—Compromise—"Transaction"—Estoppel—C. C. arts. 311 *and* 1243–1245—*C. C. P. Arts.* 221-225.

A will, in favour of the husband of the testatrix, was set aside in an action by the heir at law and declared by the judgment to be *un acte faux*, and therefore to be null and of no effect. In a subsequent petitory action between the same parties,

Held, Girouard, J., dissenting, that the judgment declaring the will *faux* was not evidence of admission of the title of the heir at law, by reason of anything the devisee had done in respect of the will, first, because, the will having been annulled was for all purposes unavailable, and, secondly, because the declaration of *faux*, contained in the judgment, did not show any such admission.

The constructive admission of a fact resulting from a default to answer interrogatories upon articulated facts recorded under C.C.P. Art. 225, cannot be invoked as a judicial admission, in a subsequent action of a different nature between the same parties. Statements entered upon cadastral plans and official books of reference made by public officials and filed in the lands registration offices, in virtue of the provisions of the Civil Code of Lower Canada, do not in any way bind persons who were not cognisant thereof at the time the entries were made.

A deed was entered into by the parties to a suit in order to effect a compromise of family disputes and prevent litigation, but failed to attain its end, and was annulled and set aside by order of the Court as being in contravention of Article 311 of the Civil Code of Lower Canada.

Held, Girouard, J., dissenting, that upon the nullification of the deed no allegation contained in it could subsist even as an admission.

The doctrine of estoppel by deed prevailing under the law of England does not exist under the French law in force in the Province of Quebec or by virtue of the Criminal Code. (See Q.R., 5 Q.B. 458).

1st May, 1897.

Nova Scotia.]

TEMPLE v. THE ATTORNEY GENERAL OF NOVA SCOTIA.

Mines and minerals—Lease of mining areas—Rental agreement—Payment of rent—Forfeiture—R.S.N.S. 5 ser., c. 7—52 V., ch. 23 (N.S.)

By R. S. N. S., 5 ser., chap. 7, the lessee of mining areas in Nova Scotia was obliged to perform a certain amount of work thereon each year on pain of forfeiture of his lease which, however, could only be effected through certain formalities. By an amendment in 1889, (52 Vic., ch. 23) the lessee is permitted to pay in advance an annual rental in lieu of work, and by sub-section (*c*) the owner of any leased area may, by duplicate agreement in writing with the Commissioner of Mines, avail himself of the provisions for such annual payment, and "such advance payments shall be construed to commence from the nearest recurring anniversary of the date of the lease." By sec. 7, all leases were to contain the provisions of the act respecting payment of rental and its refund in certain cases, and by section 8 said section 7 was to come into force in two months after the passing of the act.

Before the act of 1889 was passed a lease was issued to E, dated June 10th, 1889, for twenty-one years from May 21st, 1889. On June 1st, 1891, a rental agreement under the amending act was executed under which E. paid the rent for his mining areas for three years, the last payment being in May, 1893. On May 22nd, 1894, the Commissioner declared the lease forfeited for non-payment of rent for the following year, and issued a prospecting license to T., for the same areas. E. tendered the year's rent on June 29th, 1894, and an action was afterwards taken by the Attorney General, a relative of E., to set aside said license as having been illegally and improvidently granted.

Held, affirming the judgment of the Supreme Court of Nova Scotia in such action, that the phrase "nearest recurring anniversary of the date of the lease" in sub-section (*c*) of sec. 1, Act of 1889, is equivalent to "next or next ensuing anniversary" and the lease being dated on June 10th, no rent for 1894 was due on May 22nd of that year, at which date the lease was declared forfeited, and E's tender on June 9th was in time. *Attorney General* v. *Sheraton*, (28 N. S. Rep 492) approved and followed.

Held, further, that though the amending act provided for forfeiture without prior formalities of a lease in case of non-payment of rent, such provision did not apply to leases existing when the act was passed, in cases where the holders executed the agreement to pay rent thereunder in lieu of rent. The forfeiture of E.'s lease was, therefore, void for want of the formalities prescribed by the original act.

W. B. A. Ritchie, Q.C., and *Congdon*, for the appellants.

Russell, Q.C., for the respondent.

RECENT ONTARIO DECISIONS.

Libel—Mercantile agency—Confidential report—False information —Privilege.

A mercantile agency is not liable in damages for false information as to a trader given in good faith to a subscriber making inquiries, the information having been obtained by the mercantile agency from a person apparently well qualified to give it, and there being nothing to make them in any way doubt its correctness. Judgment of Boyd, C., 28 O.R. 21, reversed. *Robinson* v. *Dun*, Court of Appeal, 11 May, 1897.

Promissory note—Alteration after maturity—Signature by new maker —Discharge of accommodation maker.

A promissory note made by two persons, one signing for the accommodation of the other, was, after maturity, signed by a third person. *Held*, on the evidence, that this third person signed as an additional maker, and that there was, therefore, a material alteration of the note, discharging the accommodation maker. Judgment of Boyd, C., 28 O.R. 175, reversed. *Carrique* v. *Beaty*, Court of Appeal, 18 May, 1897.

Fire—Negligence—Clearing land—Setting out fire—Period of year— Liability.

In the month of August the defendant set out fire on his land for the purpose of clearing it. This fire continued to burn till October, when, in consequence of a very high wind, sparks were carried to the plaintiff's land, and set fire to some ties and posts stored thereon.

Held, that the question of the defendant's liability and negli-

gence should be determined having regard to the circumstances existing in October and not to those existing in August. Judgment of Street, J., reversed. *Beaton* v. *Springer*, Court of Appeal, 12 January, 1897.

Municipal corporations—Highways—Nuisance—Obstruction—Untravelled portion of highway.

A municipal corporation is not responsible for damages resulting from a horse taking fright at railway ties piled, without the knowledge or authority of the corporation, on the untravelled portion of the highway, but the person piling the ties on the highway without authority is responsible. Judgment of Meredith, J., reversed in part. *O'Neill* v. *Township of Windham*, Court of Appeal, 11 May, 1897.

Contract—Employer's liability policy—Condition—Construction—Conduct of employer.

An appeal by the plaintiffs from the judgment of Rose, J., at the trial at Hamilton, dismissing the action, which was brought by the firm of Talbot, Cockroft & Harvey, who were carpet manufacturers at Elora, and by their assignee for the benefit of creditors, to recover upon a policy of insurance against accidents in their factory. An employee in the factory had his fingers cut off by a machine, and brought an action against the plaintiffs for compensation, which action was defended by the present defendants, and recovered $1,200 and costs, which the plaintiffs in this action sought to recover against the insurers. The defence was mainly based upon a condition of the policy that "the employer shall, at the cost of the company, render them every assistance in his power in carrying on any suit which they shall undertake to defend on his behalf." *Held*, that the implication from the condition was that the employers should not assist the opposite side, and the evidence showed that one of the plaintiffs had assisted the other side, and in view of the case of *Wythe* v. *Manufacturers Ins. Co.*, 26 O.R. 153, the Court should not interfere to assist the plaintiffs. The appeal was dismissed with costs. —*Talbot* v. *London Guarantee and Accident Company*, High Court of Justice, 13 May, 1897.

Constitutional law—Railways—Restrictions under provincial charter against crossing at grade—Ultra vires—Dominion Railway Act 1888, *ss.* 21, 306, 307—*Jurisdiction of Railway Committee.*

The defendants were incorporated to construct an electric

railway, crossing the plaintiffs' line at Burlington, but forbidden by their charter to cross the line of any steam railway at grade. A dispute arising between the plaintiffs and defendants as to the manner in which the defendants should cross the plaintiff's line, the matter was brought before the Railway Committee of the Privy Council, who determined that the restriction in the defendant's Act of Incorporation forbidding them to cross at grade was *ultra vires*, and not binding on the defendants, and made an order allowing the latter to cross the plaintiffs' line at grade.—*Held*, that, subject to the right of appeal to the Governor-General or of reference to the Supreme Court of Canada, the decision of the Railway Committee was, under s. 21 of the Railway Act of 1888, 51 V., c. 29 (D.), final, for ss. 306 and 307 of that Act brought the defendant's line under the legislative authority of Parliament so soon as they proposed to cross the plaintiffs' line.—*Grand Trunk Ry. Co.* v. *Hamilton Radial Electric Ry. Co.*, Street, J., 5 May, 1897.

A NEW STUDY OF DISEASED MEMORY.

A certain class of men who use spirits and narcotics, and possibly others who do not take drugs, manifest two distinct memory defects which may be called subjective and objective amnesia.

In one case all phenomena concerning themselves, are faintly and imperfectly registered, while all events of the surroundings and conduct of others with whom they come in contact, are most vividly impressed on the memory.

In the objective amnesia this is reversed. Their own acts, conduct and speech, are very clear, while that of others is cloudy and very obscure.

In one case the man remembers who he met and what was said, but cannot recall where he went or what he said. In the other, he can remember exactly what he said and did, but not the acts and talk of others.

This most confusing and contradictory condition is not recognized, and is practically a localized paresis of some brain section.

In subjective amnesia, the following is an illustrative case: The man is a manufacturer who remembers having met different persons, and recalls their conversation. Particularly where it has been in the nature of counsel, or the statement of facts. Or

if it was of a controversial character. He is a local politician, and the arguments of others and statements of matters are clear and can be recalled. But what he said and where he went and what his motives and reasons were for this or that is all a blank. Thus he met a rival in business, who told him many strange unexpected occurrences, and offered to join with him in a business transaction. The next day he was perplexed to know what he said to call out these statements, and why he should have called on this man. Later when he was told what he said he was astonished and chagrined.

In another case a man reported a strange robbery to the police, and next day had a vivid recollection of what was said to him, and the advice to entrap the thief, but could not recall any statement of his. When his charge was read to him, it was a blank, and apparently untrue. A man returned home after an absence of four days. He remembered a conductor on the New York Central road conversing with him on the possibility of accidents.

He remembered the clerk of the St. Denis Hotel introducing him to a gentleman, and a long conversation followed on the cider business. He remembered going to the office of the People's Line Boat and hearing matters of freight discussed.

He remembered a religious conversation on the cars in which he was strangely advised, then he recalled an angry hackman who wanted larger fare for services bringing him home. The next day all was a blank concerning his acts or conversation.

In objective amnesia. A man goes to New York, buys a bill of goods, makes some calls, visits the theatre, returns home. He cannot remember who he met nor what was said, but his own acts and conversation were clear. He can tell what he said to a travelling companion on the way to New York, and what he said to the salesman from whom he purchased the goods; the clerk of the hotel where he stopped, and all his conversation and every place he visited. The price of the goods asked is not clear, but his offer of a lower sum is vivid. His opinion of the markets and the demands of trade is remembered, but not the opinions of others. In another case a banker cannot recall anything said to him, or any special conduct of others, but what he said is clear, and he is obliged to guess at what was said to explain his memory of what he said. He must judge of the acts

and conversations of others from the recollection of his own acts and conduct. Thus he remembers denying certain statements, and defending particular theories, but he cannot recall the reasons or conversation of others which led up to this.

In these cases there is disease of the ego, and a supreme exaltation of the value and importance of all mental operations, which obscure every other state external to the mind.

Also, profound depression of the ego, associated with intense suspicion and fear of the effect of acts and events, and the opinions of others. His own personality and its activity is obscured, but the individuality of others is magnified. Memory only records events outside that bear on the life; or, on the contrary, it fails to register outside events and conversation, and shows intense activity in fixing the words and personalities of the man.

The psychology of this study will reveal minor degrees of this defect, in persons supposed to be healthy, and in transient periods of time.—*Paper read by T. D. Crothers, M.D., before the Medico-Legal Society.*

THE GUARANTEEING OF DEBENTURES.

The insurance of debentures is only one of the many ways in which the insurance principle is spreading itself over all the complex world of business, eliminating the element of risk. As applied to debentures it is new, and it yet remains to be worked out in detail; but *Finlay* v. *The Mexican Investment Corporation* indicates some of the problems which the Courts will have to solve. The debentures in that case were to mature on November 4, 1895, and the policy which the debenture-holder effected guaranteed payment of the principal moneys if default was made by the debtors for more than three calendar months after that date. The policy also provided, by one of the conditions, that the assured was not, without the consent of the guarantor corporation, to assent to any arrangements modifying the rights or remedies of the assured under the debentures. Then this happened. The company found itself in difficulties, and got the trustees for the debenture-holders to call a meeting, whereat the debenture-holders, by special resolution, voted to postpone the period for payment for three years. The insured debenture-holder was no party to this proceeding, and he sued the guaran-

tor corporation on the policy. The guarantor corporation could not, of course, say that the debenture-holder had broken the condition by assenting to a modification of the contract, because he had done nothing. The position they took up (ingeniously enough) was that there had been no default; and as between the debenture-holder and the company that contention would have been good, but as between the debenture-holder and the guarantor corporation the debtors had clearly made default within the terms of the policy—so Mr. Justice Charles held. It is just such contingencies as these, indeed, that a guarantee policy is taken out to meet—to insure the debenture-holder getting his money at the stipulated date. The insurers cannot complain. They get their premiums and the salvage—that is, they are surrogated to all the rights of the debenture-holder—and they must take the burden with the benefit.—*Law Journal* (*London*).

INJUNCTIONS AND CONTEMPT OF COURT.

When will people begin to learn that trifling with an injunction is an expensive and dangerous form of amusement? At the best they will have to pay costs; and they run no small risk in addition of finding themselves in Holloway. It is quite a mistaken notion to suppose that a man can safely disregard an injunction because he is not a party to the action in which it was granted, or because he is not expressly named in the order or otherwise included in it. He need not have been present when the injunction was made, or have seen the order itself or a copy of it; as long as he knows of its effect, he disobeys it at his peril. For, as appears from the recent decision of the Court of Appeal in *Seaward* v. *Paterson*, when a man is committed on the ground that he has aided and abetted some one else in a breach of an injunction, the jurisdiction arises from the fact that it is not for the public benefit that the course of justice should be obstructed. Moreover, such a man is clearly guilty of contempt. One of the leading cases on the subject is *Lord Wellesley* v. *The Earl of Mornington*, 11 Beav. 180, which, curiously enough, does not seem to be noticed in Mr. Oswald's Treatise on "Contempt of Court." There Lord Mornington having been restrained from cutting timber by an injunction which did not extend to his servants and agents, one Batley, his agent, cut timber in breach of the injunction; and Lord Langdale held that Batley might be committed

for the contempt though not for the breach. In *Avery* v. *Andrews*, 51 Law J. Rep. Chanc. 414, Mr. Justice Kay observed: "If anybody, though not a person actually named in the injunction, chooses to step into the place of the man who was named, and to do the act which he was enjoined from doing, he has committed a very gross contempt of this Court." And again: "If people are so foolish as to imagine that they can in this way by a ruse avoid and get rid of an order made by this Court, it is time that this delusion should be put an end to." That was a case in which trustees of a friendly society, who had been restrained by injunction from distributing certain funds among the members, retired from the trusteeship and new trustees were appointed, who being aware of the injunction, proceeded to distribute the funds. It is probable that their "delusion" was "put an end to"; for Mr. Justice Kay committed both sets of trustees. —*Ib.*

COURT OF APPEAL.

LONDON, 2 April, 1897.

COBURN ET AL. v. COLLEDGE (32 L.J.)

Solicitor—Bill of costs—Cause of action—Statute of Limitations—Time from which statute runs.

Appeal from the judgment of Charles, J.

The plaintiffs, who were solicitors, were retained by the defendant to do certain work for him, and on May 29, 1889, the work was completed. On June 7, 1889, the defendant left England for beyond the seas. On June 12, 1889, the plaintiffs duly delivered at the defendant's dwelling-house a signed bill of their costs, and this bill reached the defendant's hands in 1891. In 1896 the defendant returned to England, and on June 12 the plaintiffs commenced this action to recover their costs. The defendant pleaded the Statute of Limitations. The plaintiffs contended that the cause of action did not arise until the expiration of one month after the delivery of the bill of costs.

Charles, J., held that the cause of action arose when the work was completed on May 29, 1889, and as the defendant was then in England the Statute of Limitations began to run from that date. He therefore held that the action was barred, and gave judgment for the defendant.

The plaintiffs appealed.

Their Lordships (Lord Esher, M. R., Lopes, L.J., and Chitty, L.J.,) dismissed the appeal, holding that the cause of action in respect of work done by a solicitor arose upon the completion of the work, and that therefore the Statute of Limitations ran from that date.

Appeal dismissed.

GENERAL NOTES.

TIME LIMIT FOR SPEECHES.—A bill has passed the Senate of Iowa limiting the time which lawyers may consume in arguing cases before juries. This is a revival of the ancient custom which compelled the advocates of Rome to measure their speeches by water-clocks. There are, it has been suggested, barristers in our Courts whose garrulous ease might well be submitted to a similar limitation, if it were not for the fact that their clients might be injured by the closure being applied before they had placed all their arguments before the jury. It is difficult to see why the time-limit should be applied only to speeches to jurors. There are counsel so richly endowed with the gifts of speech that they contrive, even in arguing before judges, to spin out the thread of their verbosity finer than the staple of their argument. There is only one way in which a judge can stop the eloquence of such an advocate. "Why," asked the late Master of the Rolls, "why was this point not raised before the judge in the Court below?" "His Lordship stopped me, m'lud," answered the fluent advocate. "How ever did he manage to do that?" inquired the Master of the Rolls, with unmistakable surprise. "By a species of pious fraud, m'lud; by pretending to be with me," was the reply.—*Law Journal.*

ADMISSIONS AND REJECTIONS.—The examinations precedent to calls to the Bar do not become easier, if we may judge from the percentage of failures to successes. Of 126 candidates who presented themselves for the English Law part of the examination, fifty-seven failed, and of these nineteen have been debarred from again attempting to pass until the autumn, and one candidate has been relegated to his studies for a year. Roman Law and Constitutional Law have not proved fatal to students to such an extent as has English Law. We wonder if the increasing difficulty in the examination will result in a race of better lawyers than those produced by the old methods. We doubt it.—*Ib.*

LEGAL ANTIQUITIES.—Few people are aware that in two countries at least laws have been passed giving women the right to propose marriage. In case of refusal to accept the hand of the suitor a heavy fine was imposed upon the unfortunate man. Among the ancient records of Scotland a searcher has recently discovered an act of Scottish parliament, passed in the year 1288, which reads as follows: "It is statut and ordaint that during the rein of his maist blissit Begeste, ilk for the yeare knowne as lepe yeare, ilk mayden layde of bothe highe and lowe estait shall hae liberte to bespeke ye man she likes, albeit he refuses to taik hir to be his lawful wyfe, he shall be mulcted in ye sum ane dundis or less, as his estat may be; except and awis gif he can make it appeare that he is betrothit ane ither woman he then shall be free." A few years later a similar law was passed in France and received the approval of the king. It is also said that before Columbus sailed on his famous voyage a similar privilege was granted to the maidens of Genoa and Florence. There is no record of any fines imposed under the Scotch law or trace of statistics of the number of spinsters who take advantage of it or the French enactment.—*The Green Bag.*

DAMNUM ABSQUE INJURIA.—In a suit brought against a railway company by a widow for the death of her husband, the defendant's counsel cross-examined the plaintiff as follows:—

Q. "Madam, Mr. X. was a good man, was he not?"

A. "Yes, a very good man."

Q. "But sickly and getting a little old?"

A. "Yes, he was a consumptive and 50 years old."

Q. "You have since married the second time?"

A. "Yes, a few days ago."

Q. "This husband is a fine looking, healthy young fellow, isn't he?"

A. "Well, yes, he is."

Q. "Now, isn't it a fact that he is a much better husband than your first one?"

A. "Well, I think he is."

Q. "Then, how are you damaged by the railroad train running over the first one?"

FEMALE LAWYERS IN THE SOUTH.—Alabama is said to be the first southern state to pass a bill permitting females to practise law.

TRADE UNIONS.—One who procures the discharge of an employee not engaged for any definite time, by threatening to terminate a contract between himself and the employer which he had a right to terminate at any time, is held, in *Raycroft* v. *Tayntor* (Vt.), 33 L.R.A. 225, to be not liable to an action by the employee for damages, whatever motive may have prompted him to procure the discharge.

AN INTERESTING QUESTION.—At a meeting of the Leeds Law Students' Society, held on February 8, the following subject was debated: "A., a bachelor, in 1893 promised to marry B., a spinster. A. failed to keep his promise, and in 1896 B. brought an action for breach of promise of marriage against him and obtained 500*l.* damages. The damages were never paid, and in the same year the parties were married. In the beginning of 1897, C., an antenuptial creditor of B. for 100*l.*, applied to A. for payment of that sum. A.'s solicitor replies that A. received no assets with B., and is therefore not liable. C.'s solicitor answers that A. received assets to the extent of 500*l.* Can C. successfully maintain an action against A. for the 100*l.*?" Mr. G. E. Foster opened in the affirmative, and Mr. E. N. Whitley replied in the negative. After a brief discussion, the chairman, Mr. W. H. Clarke, summed up, and there was a majority for the affirmative.

ASPIRATION AND PRACTICE.—At the farewell dinner to Sir Alfred Milner, the newly appointed Governor of Cape Colony and High Commissioner for South Africa, Mr. Asquith, Q.C., M.P., referring to the days in which Sir Alfred Milner sought to practise at the Bar, said: "We both joined, and we both aspired to practise the profession of the law. I am afraid that, in those days, at any rate, there was a good deal more aspiration than practice. But I can recall occasions on which he and I have in a gloomy mood discusssed the baffling problem which constantly presents itself to ambitious youth in this country—the unaccountable want of discrimination of that which is ironically called the lower branch of the legal profession. Well, after a time, much to my regret and to that of many others, Sir Alfred Milner turned his back upon the Temple. The Northamptonshire Sessions, in which I believe upon one occasion his voice had been raised for a trifling honorarium in the interests or supposed interests of justice, knew him no more. He deviated, as so many good men have been tempted to do, into the seductive by-paths of journalism."