

liability as such bail. Jelf, J., who tried the case, told the jury that a contract to indemnify bail was contrary to public policy, and illegal, and that if the parties had entered into an agreement of that kind they were guilty of a criminal conspiracy, even though the jury should find there was an absence of any intent to do an illegal act. The jury found the prisoners guilty, and Porter appealed to the Court of Appeal (Lord Alverstone, C.J., and Darling and Phillimore, JJ.), and by that court the conviction was affirmed. The opinion of Martin, B., in *Reg. v. Broome*, 18 L.T. (U.S.) 19, and which was acted on in *Rex v. Stockwell*, 66 J.P. 376, to the effect that bail might contract for an indemnity, was held to be bad law.

SUNDAY OBSERVANCE—SUNDAY TRADING—LESSEE OF CROWN.

In *Kelly v. Hart* (1910) A.C. 192 the defendant was prosecuted for breach of a Sunday Observance Act which forbade trading on that day. The defendant was a lessee of the Crown of the refreshment room at a station of a railway operated by the Crown. The lease empowered him to sell cigarettes to actual or intending passengers, and there was no restriction against sales on Sunday. The defendant contended that the Crown was not bound by the Act in question and that he as lessee of the Crown stood in its place to the extent of his rights as lessee, and was therefore not liable. The Judicial Committee of the Privy Council (Lords Macnaghten, Atkinson, Collins and Shaw and Sir A. Wilson), however, held that the onus lay on the defendant to shew that the purchasers were actual or intending passengers, and not having discharged that onus he should have been convicted; their Lordships refrain from expressing any opinion as to whether or not the Crown is bound by the Act.