suit between two persons, neither of whom was, at the time of the proceedings, a resident of Utah. It was held, that neither of the parties had placed themselves under the jurisdiction of Utah, and that the Court in Utah had not, and could not have, jurisdiction to grant the divorce in question, and that the same was utterly inoperative and void: that the divorce was granted in violation of the sovereignty and jurisdiction of another State, and in violation of the plainest principles of international and constitutional law.

It was also held, that the decree of divorce in that case was not within the operation of that clause of the Constitution of the United States, which declares that full faith and credit shall be given in each State to the public Acts, records, and judicial proceedings of every other State. That clause does not include judgments, and decrees which show upon their face that the Court rendering them had no jurisdiction in the premises.—

In the case of *Iley.* vs. *Roy*, the Court held that the evidence failed to disclose a *bona fide* intention on the part of Roy, to reside in Utah. It was therefore unnecessary to decide as to the constitutionality of the act which *The State* vs. *Hood* declares to be unconstitutional.

The question whether interest is recoverable after maturity on a note at the rate (more than the legal rate) specified in it, when nothing is said as to the rate after maturity, has recently been decided in the negative in the Supreme Court of Maine, in *Eaton* v. *Boissonault*, 5 Rep. 270. The *Central Law Journal* thus comments on that case:—

"This decision is in accord with most of the authorities. It was so decided in *Ludwick* v. *Huntsimger*, 5 Watts & Serg. 51; *Brewster* v. *Wakefield*, 22 How. 118; *Burnhisel* v. *Firman*, 22 Wall. 170; and by the English House of Lords in the recent case of *Cook* v. *Fowler*, L. R. 7 H. L. 27. This rule has been followed in Connecticut, in *Hubbard* v. *Callahan*, 42 Conn. 524, and in Rhode Island in *Pierce* v. *Swanpoint Cemetery*, 10 R. I. 227. The reason given by Lord Selborne, in the last English case, is, that interest for the delay of payment, *post diem*, is not given on the principle of implied contract, but as damages for a breach of contract; that while it might be reasonable, under some circumstances, and the debtor might be very willing to pay five per cent. per month for a very short time, it would by no means follow that it would be reasonable, or that the debtor would be willing to pay, at the same rate, if, for some unforeseen cause, payment of the note should be delayed a considerable length of time. In the Rhode Island case, the court says that if the parties to the note, or other contract for the payment of money, intend that it shall carry the stipulated rate of interest till paid, they can easily entitle themselves to it by saying so, in so many words. On the other hand, in a recent case in Massachusetts, the court held that when a recovery is had upon a note bearing ten per cent. interest, the plaintiff is entitled to interest at the same rate till the time of verdict. *Brann* v. *Hursell*, 112 Mass. 63. The reason given is, that 'the plaintiff recovers interest, both before and after the note matures, by virtue of the contract, as an incident or part of the debt, and is entitled to the rate fixed by the contract.'"

The rule in this country has, up to this time, been in favour of the rate of interest fixed by the parties. See *Howland* v. *Jennings*, 11 C. P. 272; *Montgomery* v. *Bouden*, 14 C. P. 45; and *Young* v. *Pluke*, 15 C. P. 360.

ASSIGNMENT OF CHOSES IN ACTION.

The former general rule of law that choses in action cannot be assigned so as to give to the assignee a right to sue for it at law in his own name, has been to a considerable extent changed by the late Statute of Ontario, 35 Vict. c. 12, which