The distinction might be drawn between a permanent settlement at the journey's end and a mere temporary sojourn, but this is not expressed in the judgment, although it would apparently suit the facts of the case. That distinction would not, however, apply to merchandise carried for sale, for there the sojourn is only intended to be temporary. It would be open also to this objection—that a passenger might recover for a loss, on his journey out, of that in respect of which he could not recover on his journey home; or if things originally taken out were held to retain their character on their way back, this would not apply to anything newly acquired and on the road to its destination. If, again, the test of *personal* use is applied, it is hard to say that a man does not as much personally use his bed as any article of clothing. And if it is said that the things must be such as people ordinarily carry, it was answered in this case that emigrants ordinarily do carry their bedding, and emigrants are just as much a class as artists or sportsmen. It is not therefore easy to see that this case has really contributed to the solution of the vexed question, What is passengers' luggage? and we cannot help entertaining a doubt whether the case was rightly decided, whether the true application of the test personal use would not have given the plaintiff his damages, and whether the test of ulterior and ultimate purposes was not an entirely false and impossible ground of distinctonn. It may at first sight appear that the qualification, "the taking of which has arisen from the fact of his journeying," gives some assistance; but on examination the test will be found to fail, for if it means anything to the purpose it must mean that the traveller takes the things for the sake of the journey, and does not take the journey for the sake of the things. But though this would exclude merchandise carried for sale, it would equally exclude many other things which are certainly included in passengers' luggage and most of the things mentioned as such in the judgment; indeed, it would exclude everything not required by the fact of moving about from place to place. If, on the other hand, it only means that the journey must form the occasion or create the necessity of taking them, then certainly the plaintiff's goods would have fallen within the description, would in fact be as wide as any passenger could desire.—*The Solicitors' Journal.*

FREIGHT IN ADVANCE.

We may be inclined in our hearts to sneer at the law of the Medes and Persians, "which altereth not," but we must remember that there is no evidence whatever that the judges of the Medes and Persians thought the particular law bad and deserving of amendment.

Our Courts go far beyond these immutable orientals. What can we say, when arraigned by the "intelligent foreign jurist," in defence of the Court of Exchequer Chamber in the case of *Bryne* v. *Schiller*, which has already called forth comment and rebuke, but which becomes more acutely aggravating when we sit down calmly to read the report of it in the current number of our Reports(40 Law J.Rep. (N.S.) Exch. 177). "Held," says the headnote, "that a payment in advance on account of freight cannot be recovered, even though the voyage fail." "That," says the Lord Chief Justice, "is settled by the authorities."

It is exactly contrary to the law of all other European nations; and even across the Atlantic, where people make up for contempt of all things old by excessive veneration of the common law, the Courts have discarded our rule, and have decided that a payment of freight in advance must be repaid if not earned. The Lord Chief Justice regrets our rule, thinking it founded upon an erroneous principle, and anything but satisfactory. Mr. Justice Byles says that the current of authority is too strong even for the House of Lords to resist. Mr. Justice Keating says that it is unfortunate that we should be left out in the cold, but there is the law, and it ought not to be shaken; and Mr. Justice Lush winds up the argument by declaring that it is highly important that a rule of commericial law, established so long as the one in question, should be adhered to. After all we are only dealing with the foreign tribunals as the immortal recruit did with his brethren in the militia:—"Bill," said the squad," you are out of step." "Well," replied Bill," then change yours."—*The Law Journal.*

MAGISTRATES, MUNICIPAL, INSOLVENCY & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

ASSAULT—SECOND INFORMATION—MANDAMUS.

The applicant, C., having appeared to an information charging him with an assault, and praying that the case might be disposed of summarily under the statute, H., the complainant, applied to amend the information by adding the words "falsely imprison." This being refused, H. offered no evidence, and a second information was at once laid, including the charge of false imprisonment. The magistrate refused to give a certificate of dismissal of the first charge, or to proceed further thereon, but indorsed on the information, "Case withdrawn by permission of the court, with the view of having a new information laid."

Held, that the complainant could not, even with the magistrate's consent, withdraw the charge, the defendant being entitled to have it disposed of.

Held, also that an information may be amended, but if on oath it must be resworn; and that the amendment might have been made here.