me when I say this, that every effort is made to avoid going into Court at all, not that people want arbitration *per se*—indeed, many dislike it—but it is choice of evils.

[Concluded in next issue.]

GENERAL NOTES.

CHURCH BELLS.—The *Pall Mall Gazette* has recently inserted a multitude of letters complaining of the noise of church bells in terms which show that the writers are *bona fide* sufferers. Have they any and what remedy at law? The point is one singularly bare of authority. The well known case of *De Soltau* v. *Held*, 21 Law J. Rep. Chanc. 153, in which both damages were recovered and an injunction granted, is, we believe, the only one to be found in the books on the subject. But in that case the offending bells belonged to a Roman Catholic chapel, and Vice-Chancellor Kindersley appears to have drawn a great distinction between the bells of such a chapel and the bells of a 'church in law,' to which 'bells are an appendage recognized by law, the special property in which is vested in the churchwardens for the benefit of the parishioners at large.' We cannot think, however, that the bells even of a parish church might legally be rung to excess. The churchwardens, we should imagine, could only authorize a reasonable user of them. It may be observed that in the chapter of the Introduction to the Prayer-book 'concerning the service of the Church,' it is provided that 'the curate that ministereth in every parish church or chapel shall say morning and evening prayer in the parish church or chapel where he ministereth, and shall cause *a bell* to be tolled thereunto a convenient time before he begin, that the people may come,' &c.—*Law Journal.*

DAMP BEDS.—The mischief wrought by damp beds unfortunately does not usually react upon its heedless originators. The sole sufferer is the luckless occupant, who, forgetful of the buyer's *caveat* and all that it implies, buries himself within the chill of the half-dried bedclothes. In a recent instance, in which the law was appealed to, the tables were turned. The plaintiff, who, with his family, had for several days occupied a room in a seaside restaurant, was then told that the apartment was let and he must accept another. Here the trouble began. Illness, with its expenses, followed, and the final cost, incurred in consequence of his too unceremonious host, amounted to 150*l*. An action so unusual and a verdict so consonant with sanitary principles deserve to be kept in remembrance. It is to be hoped that their obvious teaching will not be forgotten by any who live by housing their fellow-men. As regards the latter, however, the maxim which inculcates prevention is still the best. Not even a money fine will always atone for the injury done by avoidable illness. *Caveat emptor*, therefore, notwithstanding. Let the traveller, however weary and inclined to sleep, first be careful that his bed is dry. In any case of doubt the use of an efficient warming-pan, or, if needful, even a change of bedding, should be insisted on, and the further precaution of sleeping between blankets rather than sheets is in such cases only rational. —*Lancet.*

'SIGNED, SEALED, AND DELIVERED.'—Referring to Stock Exchange customs and transfers, it has been proposed to our M. P. members that they should compass the doing away of those foolish little seals which we are all accustomed to affix to transfers, and without which no executed and attested transfer is really valid. What do they convey, it is asked, but the usages of a bygone age, before free education taught everybody to write? The gummed paper seals are symbols of the seals which our forefathers carried on their sword-hilts, and with which they transacted their business by affixing the seals—an equivalent to their signatures—to any document. Indeed, with one end or the other of their swords they used to settle everything in those happy days. In order that the words 'signed, sealed, and delivered' may be carried out exactly we are required to stick bits of red paper on a transfer. Perhaps, it is suggested, the Stock Exchange committee would recognise all transfers as good delivery which have not these dabs of coloured paper upon them. At any rate, if the Stock Exchange committee will not carry out this reform, Parliament is to be asked to do so, with, of course, the usual concomitants of delay and bitter discussion. The agitators for this reform seem to forget that they are reflecting severely on their forefathers, who, when they established the custom in question, must be presumed to have understood their own purpose.—*Mr. Uttley in London Law Journal.*

GAMBLING CONTRACTS.—That a Stock Exchange speculative contract, when made in the ordinary way through a broker and jobber, is perfectly good in law, was decided by the Court of Appeal in *Thacker* v. *Hardy*, 48 Law J. Rep. Q. B. 289, in which it was held that a broker employed by his principal to speculate was entitled to an indemnity against losses incurred in the course of the speculation authorized, and also to commission. But it was pointed out by Lord Justice Bramwell that *Grizewood* v. *Blane*, 11 C. B. 526, in which a Stock Exchange speculative contract was held bad, was unaffected by this decision, the reason for the distinction being that in *Grizewood* v. *Blane* the transaction took place between two principals. In *Beriro* v. *Thalheim*, which we recently noted, the Recorder of London has followed *Grizewood* v. *Blane*, and applied it to a new state of facts. Two young men, it seems, had agreed to combine their forces in speculation, the profit, if any, to be shared, and the loss, if any, to be shared also. A loss having been sustained, 'the defendant said that he admitted making the agreement to speculate, but when he found that the stocks were going down he asked the plaintiff to close the account and open a "bear" account, which the plaintiff declined to do, "because he was certain the stocks would recover." The transactions eventually terminating in loss, the plaintiff sued for half of it according to contract, but the recorder ruled that he must be nonsuited, as the contract was purely a gambling one, 'like a horse race or wagering on two drops of rain running down a window pane.' On the whole, we think that the recorder is right, but it would be satisfactory to have the judgment of a Court of Appeal on *Grizewood* v. *Blane*, especially as Lord Justice Cotton appears to have disapproved of that case in *Thacker* v. *Hardy*.—*Law Journal.*