is an instrument sealed and delivered, and it was contended, in *Xenos* v. *Wickham*, that there had been no sufficient delivery of the deed.

The plaintiffs, who were shipowners, instructed an insurance broker to effect an insurance upon one of their vessels. The broker agreed with the defendants, who were an insurance company (now sued in the name of their chairman) to effect a policy of insurance in accordance with the instructions he had received from the plaintiffs. The defendants made out the policy and signed and sealed it, and left it in the hands of one of their clerks to be given to the plaintiffs, or their broker whenever they might choose to call for it. After the policy was so made, the broker, without any authority from the plaintiffs, told the defendants that the insurance was cancelled. The defendants thereupon returned the premium they had received in respect of the insurance, and treated the policy as cancelled. Subsequently the plaintiffs vessel was lost, and the plaintiffs claimed the amount insured under the policy. The defendants refused to pay—first, on the ground that the policy had never been duly delivered as a deed, inasmuch as it had always remained in their possession. Secondly, on the ground that, even if the instrument had been duly executed it had been cancelled by the consent and at the request of the plaintiffs. The House of Lords decided both of these points in favor of the plaintiffs. Five of the judges delivered opinions on the case in answer to the questions of the House. M. Smith and Willes, JJ., thought that the defendants were not liable on the policy, while Pigott, B., Mellor and Blackburn, JJ., were of opinion that the defendants were liable. The House of Lords took this latter view of the case. The effect of the judgments of the Lord Chancellor and of Lord Cranworth is—that no technical act is necessary for the delivery of a deed. A deed may take effect although it is never delivered to the person who is to be benefited by it, or to any person on his behalf. "The efficacy of a deed depends upon its being sealed and delivered by the maker, not on his ceasing to retain possession of it." The deed purported to be signed, sealed, and delivered by the directors in the ordinary course of business, and if that did not make it binding upon the defendants, it is difficult to see what would have that effect. On the second point, viz, whether the broker had any implied authority to cancel the deed, so as to relieve the defendants from liability under it, the House also decided in favour of the plaintiffs. There was not so much difference of opinion on this question. Four out of the five judges who delivered opinions in this case thought that the broker's cancellation of the policy without express authority from his principals did not release the defendants: in other words, that an agent, to make a contract, has no implied authority to rescind it after it has been duly made by him. Willes, J., took a somewhat different view, holding that the transaction between the broker and the defendants was never completed and that the cancellation must be regarded as part and parcel of that transaction. The Lord Chancellor and Lord Cranworth followed on this point the opinion expressed by the majority of the judges.

IRISH REPORTS.

TALBOT v. TALBOT.

Costs—Imputations on the character of a solicitor or other officer of the court.

Where, in the course of any proceeding in the court, imputations are cast on the character of one of its officers, as such, he is entitled to appear for the purpose of defending himself therefrom, and to get his costs if successful.

[December 9, 1867—16 W. R. 201.]

In this case a motion was made on behalf of George Henry Talbot, the petitioner in one of several matters, under the following circumstances:—

George Talbot was entitled to a sum of £68 for costs, under a decree made in the suit in 1864. John H. Talbot, the guardian of a minor respondent in the same matter, was entitled, also under the same decree, to a sum of £117 for costs. In taxing the former sum, the taxing master had taxed the costs under the decree, and they thereby became, under the express terms of the decree, a charge upon a certain estate called the Castledawson Estate. In taxing the latter sum, the taxing master had taxed the costs against George H. Talbot personally. This sum was due to the former solicitor for John H. Talbot, Mr. Stephens, who threatened to issue execution against George H. Talbot for the amount, and the latter served notice of the present motion for an order to stay the issuing of execution or other proceedings, and for liberty to set off the said sum of £68 against a like amount of the said sum of £117. In support of the motion the solicitor for George H. Talbot made an affidavit containing some reflections on the character of Mr. Stephens as a professional man. Mr. Stephens instructed counsel to appear on the motion, and defend him from these imputations. The motion having been disposed of, application was made on behalf of Mr. Stephens, for the cost of appearing thereon. This was resisted, on the ground that he could take nothing by the motion.

WALSH, M. R., gave Mr. Stephens his costs, on the ground, that whenever imputations were made on the character of an officer of the court, as such, in the course of any proceedings before it, he was entitled to appear and defend himself from them.

UNITED STATES REPORTS.

HUNTINGTON v. OGDENSBURGH AND LAKE CHAMPLAIN RAILROAD COMPANY.

Where a person employed for a certain term at a fixed salary payable monthly is wrongfully discharged before the end of the term, he may sue for each month's salary as it becomes due; and the first judgment will not be a bar to another action for salary subsequently coming due.

(7 Am. Law Reg. 143.)

This was an action brought to recover for constructive services from the 1st of July to the 1st of September, 1866.

The plaintiff proved a contract for services as station agent for ten months, from March 1st, 1866, at $100 per month, payable monthly; that on the 7th day of June he was discharged without cause; that he had at all times held himself