CURRENT EVENTS.

INDIA.

A Singular Criminal Case.—A criminal case has recently come before the courts of India which is exciting great interest in that country by reason of the position of the parties implicated. The Rajah of Poorree, who is the hereditary guardian of the temple of Juggernaut, and the secular head of the Hindoo religion in Oressa, and who is worshipped by vast numbers of people as the visible incarnation of Vishnu, became possessed with the idea that a Hindoo ascetic of great sanctity who enjoyed a special reputation for curing diseases was attempting to perform some work of incantation against him. He therefore induced the ascetic to visit his private apartments, and, with the aid of his servants, put him to the torture and then cast him out into the street. The injured man was found by the police, but died from his injuries within a few days. The Rajah was arrested, tried for murder, convicted and sentenced to transportation for life. An appeal was taken, but it is probable that the conviction will be sustained.

ENGLAND.

Contract to stifle a prosecution.—In *Davis* v. *London & Provinc. Marine Insurance Co.*, 38 L. T. Rep. (N. S.) 468, decided on the 2nd of March last by the Chancery Division of the English High Court of Justice, one Evans, an insurance agent of defendant having become liable to it for certain sums of money, plaintiff, who was his friend, having been given to understand that defendant could and was about to prosecute him criminally, and that the police had been instructed to arrest him, agreed to and did deposit £2,000 in a bank as an indemnity and security for Evans' liabilities, under the belief that the criminal prosecution would in consequence be abandoned. Before the agreement and deposit were made the defendant was informed by his legal advisers, that the prosecution against Evans could not be maintained, and had withdrawn its instructions to the police to arrest, but plaintiff had not been informed of these facts. The court held that the agreement must be rescinded and the money repaid to plaintiff. The court concludes, that although the contract was bad, whether as one to stifle a prosecution, or as induced by a misrepresentation that a prosecution was to be stifled when no prosecution was intended, plaintiff was not precluded from relief: first, because the money being *in medio*, something must be done with it; second, because illegality, arising from pressure or from an attempt to stifle a prosecution, is not sufficient to make the court stay its hand. The decision is not in conflict with that principle of law which forbids the courts from interfering to save a party who has entered into an illegal contract from the consequences of a failure by the other party to fulfill. In case of an agreement to compound a felony, the plaintiff, seeking to recover back money paid, cannot even claim relief on the ground of pressure. *Sheppard* v. *Dornford*, 1 K. & J. 401; *Sharp* v. *Taylor*, 2 Ph. 801; *Thompson* v. *Thompson*, 7 Ves. 470; *Farmer* v. *Russell*, 1 B. & P. 296. But see *Tennant* v. *Elliott*, 1 B. & P. 3: *Williams* v. *Bayley*, 4 Giff. 638. Such a contract, being one of suretyship, is not one *uberremæ fidei* to be upheld only in the case of there being the fullest disclosure by the intending creditor. But the contract must be based on the full and voluntary agency of the individual who enters into it, and when there is no consideration, as in the case at bar, a very little will do to authorize the court to interfere. Therefore, anything like pressure upon the part of the intended creditor will have a very serious effect on the validity of the contract and still more so where that pressure is the result of maintaining a false impression on the mind of the person impressed. See, also, *Hill* v. *Gray*, 1 Stark. 434; *Carter* v. *Boehm*, 3 Burr, 1905; *Peek* v. *Gurney*, L. R., 6 H. L. 377; *Keates* v. *Cadogan*, 10 C. B. 591; *Turner* v. *Harvey*, Jac. 169. *Pulsford* v. *Richards*, 17 Beav 87; *Rees* v. *Berrington*, 2 Ves. Jun. 540.

Liability of Carriers.—In the case of *Berghum* v. *Great Eastern Ry. Co*, 38 L. T., Rep. (N.S.) 160, decided by the English Court of Appeal on the 14th January last, it is held that the liability of railway companies as common carriers does not apply in the case of luggage over which they have not absolute control. In this case plaintiff went to defendant's station some time before the train started. A porter, by plaintiff's direction, placed his bag in the carriage. Plaintiff went away for a short time, and on his return the bag was gone. He brought