

legged animal. But it has remained for Judge Gibbons, of the Circuit Court of Cook County, Illinois, to teach her that with the benefits of manhood, she must accept the burdens which accompany it. The learned and progressive judge holds that where she files a bill for divorce against her husband, and has money in her trousers pockets and he has none, she must allow him temporary alimony until the final hearing, and furnish him funds for counsel fees. The opinion is a learned one, and is reported in the May number of the *Chicago Law Journal*. We see the court winking its left eye as it closes its opinion with the maxim that "What is sauce for the goose is sauce for the gander."—*Va. Law Register*.

SUICIDE AND LIFE ASSURANCE.—An American judge has ruled that there is in every policy of life assurance an implied warranty on the part of the person taking out the policy that the assured will not terminate his own life (*Ritter v. The Mutual Life Assurance Company*). His view is that the premiums of the office are calculated on the course of ordinary events—of lives running out to their natural termination—that the assured knew it and contracted on the basis of that common understanding. For some pessimists, no doubt, of the Schopenhauer type who are tired of life a policy for a handsome sum and suicide to follow presents a very eligible mode of making provision for a family; but surely life assurance companies reckon with this morbid residuum in their tables of mortality, or ought to do. The sounder method of dealing with the matter is not to postulate an implied warranty—implied contracts are always dangerous—but to rely on the legal doctrine that a man cannot benefit by his own felony. Suicide, if wilful, is *felo de se*, and in English law disentitles the assured to benefit by his own criminal act—that is, disentitles him, or rather his estate, to the policy moneys (*Cleaver v. The Mutual Reserve Fund*). The doctrine has this advantage, too, that, involving as it does a personal disability only of the wrongdoer, it does not prejudice persons claiming through him *bona fide* and for value.—*Law Journal (London)*.