

idiot, have to their encephalopathic condition." He finds animal similarities in brains of low grade—similarities with the brain of the ape and the fox and beasts of prey generally. Such views, if shown to be well founded, could not fail to have an important bearing upon penal legislation. Prof. Benedikt does not pretend that he has yet been able to rise beyond the region of doubt and guess-work, but he modestly offers his present treatise as "a grain in the great sowing, of which the harvest shall be a true knowledge of the nature of man."

The translator, Dr. Fowler, has executed his part with zeal, and the publishers, Wm. Wood & Co., have added the agreeable accessories of clear typography and handsome binding. We commend the work to the attention of our readers.

PRINCIPLES OF THE LAW OF TORTS; OR, Wrongs Independent of Contract. First American, from the second English Edition; by Arthur Underhill, M.A., of Lincoln's Inn, Barrister-at-Law, assisted by Claude C. M. Plumptre, of the Middle Temple, Barrister-at-Law, with American cases, by Nathaniel C. Moak, Counsellor-at-Law. Publishers, William Gould & Son, Albany, N.Y.

An American edition of a work which has passed rapidly to the second edition in England will no doubt prove acceptable to the profession. The author has divided his subject into two parts, the first treating of torts in general, embracing six chapters, (1) of wrongs purely *ex delicto*; (2) of *quasi* torts; (3) of the liability of a master for his servants' torts; (4) of the limitation of actions *ex delicto*; (5) of the measure of damages in actions of tort; (6) of injunctions to restrain the continuance of torts. The second part treats of the rules relating to particular torts, and in this the author treats of defamation; of malicious prosecution; of false imprisonment and malicious arrest; of assault and battery; of bodily injuries caused by nuisances; of negligence; of adultery and seduction; of trespass to land and dispossession; of private nuisances affecting realty; of fraud and deceit; of trespass to and conversion of chattels; of infringements of trade marks and patent and copyright. The law is reduced to brief rules which are clearly stated, and the citations of cases include decisions up to date.

The American editor has had the assistance of Mr. John T. Cook in the preparation of the portions upon Trade-Marks, Copyrights and Patents, and extensive additions have been made to the original. The work, which comprises over 800 pages, is issued from the well-known Albany firm of William Gould & Son, and appears with all the advantages of type and binding which commend the publications of that house.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, June 20, 1881.

DORION, C.J., MONK, RAMSAY, TESSIER & BABY, J.J. STEWART (def. below), Appellant, and BREWIS (plff. below), Respondent.

Contract made while ship is in peril—Salvage.

A steamship, carrying passengers and a valuable cargo, had lost her screw, and was in a dangerous position. Held, that an agreement to pay £800 sterling for towage into harbor was not exorbitant, and especially as the service, if treated as salvage, would have been worth the above sum.

The appeal was from a judgment of the Superior Court, Montreal, Mackay, J., reported in 3 L.N. 99.

The question was as to the validity of a contract to pay the sum of £800 sterling, for towing into Gaspé harbor a steamship, the Lake Champlain, the contract being made while the vessel was in distress. The appellant was the master of the steamship Lake Champlain, and the respondent was the master of the steamship Nettlesworth. On the 19th and 20th of July, 1879, the appellant, whose ship was lying at the time about fifty miles southward of the harbour of Gaspé, executed the following agreement:—

"SS. Nettlesworth, 19 July, 1879.

"I hereby promise to pay as per agreement, the sum of £800 to tow the steamship Lake Champlain into Gaspé Harbor.

(Signed), WM. STEWART,
Master of SS. Lake Champlain."

This service was performed for the appellant, who, on the 20th July, gave the respondent the following certificate:—