

SELECTIONS.

many competitors who jealously watch each other's claims, and as there is more of chance than merit in the prizes, the successful winner is subject to double scrutiny. The public policy of offering rewards has indeed often been doubted, especially where constables are concerned. A constable is bound by his very duty to search for criminals and bring them to justice. And it has been well remarked by several judges that the expectation of rewards must offer great temptation to delay an active search, by which delay the criminal might escape, or to delay taking into custody a criminal who gives himself up, so that the constable might appear to use exertions to procure complete information and for that to claim the reward. There would also be a temptation, particularly to those constables in the detective service, to look to bribes or to seek promises of reward from persons anxious to recover their property, and unless such were offered, to be inert in their efforts.

On the other hand, even private individuals are too apt at times to be careless of the public advantage, if only they can by any means whatever recover the possession of their property in those cases where it has been stolen. Many persons are quite willing in the circumstances to condone any crime, or by the expenditure of a small sum to pay to the first comer whatever will induce the surrender of the proceeds of crime. Hence the legislature has thought fit to subject to a penalty those publishers of newspapers who lend themselves to the same views by circulating advertisements that no questions will be asked if stolen property shall be returned to the owner. The Larceny Act of 24 & 25 Vict. ch. 96, s. 102, containing this enactment, in turn created hardships occasionally by enabling informers to sue publishers vexatiously for these penalties. And at last by the statute 33 & 34 Vict. ch. 65, a restriction was put on these informers to this extent, that the consent of the Attorney-General was in future to be required before any such action could be brought, and a short period of limitation was also prescribed.

The offer of a reward for the discovery of a particular criminal is a species of contract which is an exception to the usual rule, whereby both parties must be known

and defined, and must agree on something definite and such as is mutually assented to, before they can create the obligations of contract. This difficulty is got over by one party defining certain conditions which the unknown co-contractor is to fulfil, and which are so distinct that the unknown person and no other becomes at length the obligee whenever the circumstances arise which had been anticipated as a proper basis of a contract. It is a contract *cum omnibus* in one sense—at least in the beginning, and it develops into a contract with another individual only when the latter creates or fulfils the character which was described in the offer. Hence the disputes which usually arise in the course of these undertakings take the form of a contention that the unknown party has not done the kind of service which was to be the basis of the obligation—and though the criminal may have been discovered, yet that the discovery was not made directly or immediately by the claimant to the reward, and hence that the reward has not been earned by the person claiming it. This difficulty has presented itself under many forms, and the cases already decided involve much useful comment on the evidence and the doctrine of proximate and remote causes which arises out of such transactions.

In the case of *Williams v. Carwardine*, 4 B. & Ad. 621, the plaintiff had been in company with a man found murdered, and gave no information which was of value. At a later date, however, she had been severely beaten on another occasion, and when on the point of death, as was then supposed, she relieved her conscience by telling some particulars of the murder, which followed up led to the discovery and conviction of the murderer. The plaintiff did not die, but recovered, and then sued for 20*l.*, the reward that had been offered for discovery. The jury found that she did give the information, but that it was not given in consequence of the offer of a reward. Three judges, however, held that the plaintiff fulfilled the conditions on which the reward had been offered, and hence that she was entitled to the money.

In another case of *Lancaster v. Walsh*, M. & W. 16, an offer of a certain reward had "on application to the defendant."