the application special circumstances must be shown; and that allegations that there had been misdirection, and that the verdict was against evidence or the weight of evidence, were not sufficient ground for granting the stay.

PRACTICE—APPEAL—EXTENSION OF TIME FOR ENTERING THE APPEAL.

In *Cusack* v. *London & N.W. Railway Co.* (1891), 1 Q.B. 347, the Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) may be said to have given the finishing blow to the practice laid down by that Court in the time of Sir George Jessel, as to the principles upon which leave to appeal after the time has expired may be granted. The notion that a judgment gave a party "a vested interest," which could not be disturbed unless the opposite party proceeded strictly according to the *Rules*, has now been pretty well demolished, and may, we presume, now be consigned to the limbo of discarded judicial opinions. In this case application was made for leave to appeal in a County Court case after the time had expired, and the Divisional Court (Pollock, B., and Charles, J.) refused the application, considering that they were bound by the view expressed by the Court of Appeal in *Collins* v. *Paddington*, 5 Q.B.D. 368, that there is a distinction in the practice as to granting an extension of time according to whether the application is made before or after judgment; but Bowen, L.J., stated that that case "belonged to a period in which stricter views on this point were held," and that since that time eminent judges had one and all come round to the conclusion that in such a matter no hard and fast line could be laid down, but that each case must be considered solely on its merits. Here the slip was accidental on the part of the appellants' solicitor, and the leave was granted.

CRIMINAL LAW—CONCOCTION OF FALSE EVIDENCE TO BE USED ON AN ARBITRATION—ATTEMPT TO PERVERT THE COURSE OF JUSTICE.

The Queen v. *Vreanes* (1891), 1 Q.B. 360, was a case reserved for the Court for Crown Cases Reserved. The prisoner was indicted for having abstracted from a bag a certain sample of wheat and substituted in its place another of a better quality, with a view to its being produced in evidence before arbitrators in case any should be appointed under the contract for the sale and purchase of the wheat of which the bag in question purported to contain a sample. The Court (Lord Coleridge, C.J., and Pollock, B., Stephen, Charles, and Laurance, JJ.) were agreed that this was an attempt to pervert the course of justice, and was a fraud or cheat at common law which constituted an indictable offence, notwithstanding that the piece of evidence was not in fact used before the arbitrators; and the conviction of the prisoner was therefore confirmed.

MARINE INSURANCE—MUTUAL INSURANCE ASSOCIATION—ACTION BY PERSON BENEFICIALLY INTERESTED, BUT NOT A PARTY TO POLICY.

In *Montgomerie* v. *United Kingdom Mutual Steamship Association* (1891), 1 Q.B. 370, the plaintiffs were part-owners of a vessel which had been insured by another part-owner in his own name with a mutual insurance association of which he was a member, and which association, according to the terms of the memorandum of association, was formed for the purpose of insuring ships of members,