than is involved in the issue of post office orders. Again, while we write, news comes of another improvement. This is the placing of a box for late letters on the outside of the sorting carriage of mail trains. The public can now post their letters in these boxes, on payment of a small amount of extra postage.

It may be said, what has all this to do with law. We reply that it has nothing to do with law, but a great deal to do with lawyers. Even Uncle Sam must acknowledge that in postal matters, at any rate, there is "life in the old hoss yet."

RECENT ENGLISH DECISIONS.

The August number of the Law Reports, which have now been reached, comprise 9 Q. B. D., p. 137-336; 7 P. D., p. 117-126; 20 Ch. D., p. 441-561. In the first of these the first case arresting attention is *Hodgson* v. *Railway Passengers Ass. Co.*, p. 188, the former cases having apparently little, if any, application here.

STATUTE DIRECTING ARBITRATION—ONUS.

In this case an Act regulating an insurance company provided that any question arising under any policy should, if either the assured or the company required it, be referred to arbitration; it also provided that a judge might stay any action commenced by a policy-holder upon being satisfied that no sufficient reason exists why the matter cannot be, or ought not to be, referred to arbitration. Such an action having been commenced the company obtained an order staying proceedings. The plaintiff now appealed against this order to the Court of Appeal, which, however, held the *onus* of shewing that some sufficient reason existed why the dispute should not be referred to arbitration, and that he had not met this *onus*. Jessel, M.R., said:—"I have always acted on the simple rule that where a party applying cannot adduce a reason in support of his application, the judge may be satisfied that no reason exists. The plaintiffs here are in the position of a party applying, and if there is any reason why the matter should not be referred to arbitration it is their duty to bring it forward and present it to the judge, and if they cannot do so the judge is quite justified in being satisfied that there is no reason."

MARINE INSURANCE—MEASURE OF UNDERWRITERS LIABILITY

The next case, *Pitman* v. *Universal Ins. Co.*, p. 192, is expressed by Brett, L.J., to be of the "highest mercantile and legal importance;" while Jessel, M.R., observes that the precise question involved in it does not appear to have been decided, or even discussed in any case. This question the M.R. thus expresses:—"The question in this case is upon what principle ought the liability of underwriters to be determined when the ship has been damaged by the perils of the sea, and has been sold during the continuance of the risk without being repaired, in a case where the amount required to restore her to the same condition as she was in before the injury would have largely exceeded the value of the ship when repaired, so that no reasonable man would have repaired her?" The plaintiffs were the owners of a ship which had been sold under such circumstances, after some slight repairs, and which had been insured by the defendants. The judgment of Lindley, J., in the court below, gave the plaintiffs, who were suing on their policy, only the difference between the value of the ship in its uninjured state and the sum realized by its sale, after deducting from this latter sum the cost of the repairs which were in fact done. The plaintiffs now appealed, claiming to be entitled to recover the estimated cost of the repairs necessary entirely to make good the injury sustained by the vessel, less the usual allowance of one-third of the cost; this proportion of the amount expended for repairs being the sum ordinarily payable by underwriters on the occurance of a partial loss where the ship is an old one, as this was, and is not repaired. The majority of the