

## The Legal News.

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### THE INSURANCE APPEAL.

We learn that the appeal to the Privy Council in the test case of *Parsons v. The Queen Insurance Co.*, 3 Legal News, p. 326, has been argued at considerable length before the Judicial Committee of the Privy Council. The hearing occupied three days ending the 9th instant. Their Lordships reserved judgment, and it is probable that the result will not be known till November next, after the long vacation.

### CANCELLATION OF CONTRACTS.

We are indebted to a telegraphic despatch for the following piece of information, as important as it is concise:—

"LONDON, July 20.—In the House of Commons last night an amendment of the Land Bill enabling the Land Court to quash unfair leases concluded since 1870, and forced on tenants by the threat of eviction or undue influence, was carried by 201 to 109."

Indolent people have been receiving with indifference the signs of approaching revolution in England. They have readily allowed themselves to be nursed into a comfortable sense of security, by the almost too transparent fallacies which have been put forward as an apology for the recent propositions to interfere with the rights of property. It is hardly possible to suppose that any one will be so stupid as to believe that "threat of eviction" or "undue influence," a conveniently loose expression, of very recent invention, and forged for the purposes of fraud, can be made to do duty as a reason for annulling a contract. This, however, is really what is meant. In Mr. Gladstone's organ, the *Guardian*, it was called "undue pressure"—as, for example, to permit a lease to be quashed, where since 1870, a landlord has presented to his tenant the oppressive alternative of lease or eviction." To high moralists like the writer in the *Guardian* and Mr. Gladstone it is an oppression tantamount to fear to use a threat of legal procedure. The doctrine may be true but, if so, it is a new evangel.

The contrary doctrine has been that of civilized man all over the world. It has been the same in heathen Rome and in Christian Europe. Pothier says: "*La violence qui peut donner lieu à la rescision du contrat, doit être une violence injuste, adversus bonos mores. Les voies de droit ne peuvent jamais passer pour une violence de cette espèce,*" etc., Oblig., § 26. This is the doctrine of the Roman Law (ff. Q. met. causa, l. 3, § 1.) and of our code. Social order is in great peril when it becomes necessary to recall to mind such obvious truths.

R.

### HOMICIDE.

A curious question in connection with the law of homicide recently came before the High Court at Calcutta. In *Empress v. Gonesh Dooley*, Ind. L. R., 5 Cal. 351, two snake-charmers had been tried for murdering a boy. They were exhibiting to a crowd a venomous cobra, whose fangs (as they knew) had not been extracted, and one of them placed it on the head of a boy whom they had selected to assist them in showing off their dexterity in snake charming. The boy took fright, and in trying to push away the snake was bitten by it on the finger, and he died from the wound. The jury had acquitted both prisoners, on the ground that the exhibition of snake-charming was authorized by custom, and that they had not intended to kill the boy. The sessions judge thought that they had caused the boy's death by an act of gross negligence, and he referred the case to the High Court. Mr. Justice McDonell held that the prisoner who put the snake on the boy's head had been guilty of "culpable homicide not amounting to murder," and not of the minor offence of "causing death by negligence," because he knew that the act was likely to cause death (although he had no intention of causing it), and that the other prisoner was punishable for abetting to homicide.—*Solicitor's Journal*.

### VENDOR AND PURCHASER AS REGARDERS FIRE INSURANCE.

The decision of the Master of the Rolls in *Raynor v. Preston*, 14 Ch. Div. 297; 43 L. T. Rep. N. S. 18, has been affirmed by the Appeal Court in a considered judgment, Lord Justice James dissenting. The circumstances, as our readers may perhaps remember, were these:

The vendor of a freehold house, at the date of