

the offender as a trespasser and eject him, using no unnecessary force—therefore, that the conductor had acted within the scope of his authority, and that the defendants were responsible for his act.

EXTRADITION—FRANCE—PRISONER UNDERGOING SENTENCE FOR EXTRADITION CRIME—ESCAPE FROM PRISON.

*Ex parte Moser* (1915) 2 K.B. 698. This was an application for a habeas corpus by a person who, having been convicted of an extradition crime in France, while undergoing sentence had escaped to England. A magistrate had made an order for his committal for extradition, and the object of the application was to obtain a review of this order. The Divisional Court (Lord Reading, C.J., and Avory and Low, JJ.) held that the order had been properly made and refused the application.

CRIMINAL LAW—INDECENT EXPOSURE—EVIDENCE OF PREVIOUS ACTS—ADMISSIBILITY.

*Perkins v. Jeffery* (1915) 2 K.B. 702. This was a prosecution for indecent exposure in July. The prosecutrix tendered evidence of herself and others that the accused had committed similar acts in the previous May and on other occasions, with intent to insult the prosecutrix and other females, and the question was whether such evidence was admissible. The Divisional Court (Lord Reading, C.J., and Avory and Sankey, JJ.) held that the evidence of the prosecutrix was admissible for the purpose of shewing that the prosecutrix was not mistaken in her identification and that what was done was done wilfully and not accidentally, and that it was done to insult her. But the Court held that the evidence of other witnesses of previous acts of a similar character by the accused was not admissible unless and until the defence of accident or mistake or an absence of an intention to insult was definitely put forward, and unless it appeared that the other occasions on which the accused had indecently exposed himself were sufficiently proximate to the commission of the alleged offence to shew a systematic course of conduct.

MARINE INSURANCE—CONCEALMENT OF MATERIAL FACT—INNOCENT MISTAKE AS TO MATERIALITY—"HELD COVERED" CLAUSE IN POLICY.

*Hewitt v. Wilson* (1915) 2 K.B. 739. The Court of Appeal (Lord Reading, C.J., Eady, L.J., and Bray, J.) have affirmed the decision of Bailhache, J. (1914) 3 K.B. 1131 (noted *ante* p. 145).