

was agent at Montreal, but did not inform them that it had been refused by the first company. The transfer also was made without notice to or knowledge of the insured. On the very day, and shortly after the risk was transferred, a fire broke out in the premises insured, and the loss was paid by the company to which the risk had been transferred. In this action by the company against its agent for the amount of the loss which they allege to have paid upon false representations of the agent and without cause, the judge of first instance held that the transfer having been made in good faith, before the fire occurred, and in accordance with the custom of insurance brokers, the defendant was not liable. This decision was unanimously affirmed by the Court of Queen's Bench, and the appeal therefrom was dismissed by the Privy Council.

NOTHING is more surprising in English law than the new points which are constantly arising for adjudication. The law under 27 Eliz., c. 4, one would have thought had by this time been pretty well threshed out, and that almost every conceivable question that could arise would, within the past 300 years, have arisen and been settled, but it is not so; and we find on an appeal from New South Wales to the Privy Council an entirely new point under the statute is only the other day, for the first time, presented for adjudication. The case we refer to is *Ramsay v. Gilchrist*, 66 L.T.N.S. 806, and the question raised by that case was whether or not a voluntary conveyance in favor of a charity could be avoided under the statute by a subsequent conveyance to a purchaser for value. The judge of first instance held that it could, but the Supreme Court of New South Wales reversed his decision, and the Privy Council have affirmed the Supreme Court. It may, therefore, be now taken as settled law that a *bond fide* voluntary conveyance of land in favor of a charity cannot be defeated by the grantor making a subsequent conveyance of the same land to a purchaser for value having notice of the prior voluntary conveyance.

#### BEHRING'S SEA ARBITRATION.

It will be of interest to those of our readers who have not followed closely the international negotiations in relation to the matters in dispute concerning the seal fisheries in Behring's Sea, and to those who have not read the treaty or the *modus vivendi*, to be given some account of these and of the case to which they relate.

The treaty between Great Britain and the United States in relation to the arbitration regarding the seal fisheries in Behring's Sea was signed at Washington on February 29th, and the ratifications were exchanged at London on May 7th, 1892. The preamble to the treaty recites that questions have arisen concerning the jurisdictional rights of the United States in the waters of Behring's Sea, and concerning also the preservation of the fur-seal and the rights of the citizens of either country as regards the taking of such seals therein; and the governments of the two countries having resolved to submit to arbitration the