

It provides that, in all suits and proceedings other than proceedings to dissolve a marriage, the Court shall proceed and act and give relief on principles and rules on which the Ecclesiastical Courts have heretofore acted and given relief. That the rules of the Ecclesiastical Courts differed from those of the common law is common knowledge.

These considerations appear to exhaust the cases and arguments addressed to the Court, but there are other authorities which should have been brought to the attention of Mr. Justice Denman. In *Barnett v. Barnett*, 29 Law J. Rep. P. & M. 28, Sir Cresswell Cresswell, the founder of the practice in the Divorce Court, of which he was the first judge, explains in measured words, in view of Lord Chancellor Campbell having, when presiding over the full Court, heard two cases in private, that he had proposed a clause in the Divorce Bill providing that the Court, when for the sake of public decency it should so think, might hold its sitting with closed doors, which clause was rejected by Parliament. He added that he should, as was frequently done by other Courts, order women and children to leave the Court. A few days afterwards the judge ordinary sat in *H. v. C.*, 29 Law J. Rep. P. & M. 29, with Mr. Justice Williams and Baron Bramwell, and adhered to the same views. His colleagues concurred in the view that the Court was to be considered to have all the incidents of an ordinary Court of justice, one of which is that its proceedings must take place in public, and Baron Bramwell said that the only doubt was that on two occasions the Court had sat in private with the consent of both parties, and without discussion. In 1869, when Sir James Wilde, now Lord Penzance, was judge ordinary, in *C. v. C.*, 38 Law J. Rep. P. & M. 37, he declined to allow a suit for a dissolution of marriage to be tried with the consent of the parties *in camera*, on the ground that he had no jurisdiction, and added that, by the practice of the Ecclesiastical Courts, suits for nullity alone were heard *in camera*. In 1875, in *A. v. A.*, 44 Law J. Rep. P. & M. 14, Sir James Hannen expressed the view of Sir Cresswell Cresswell in *H. v. C.* as being, "My own impression is that we have no power to hear any case

otherwise than in open Court." This passage does not occur in the *Law Journal* report of *H. v. C.*, and Sir Cresswell Cresswell is reported to have said merely that he adhered to the opinion he had given in *Barnett v. Barnett*. The words cited by Sir James Hannen as the judge ordinary's are very like those given in the report in the *Law Journal Reports* to Mr. Justice Williams—namely: "I am of opinion that we have no power to hear the case except in open Court." These discrepancies seem to throw some doubt on the exactness of the views expressed by Sir James Hannen, that any impression first entertained was afterwards abandoned or removed from the mind of Sir Cresswell Cresswell himself. No doubt Sir James, in *A. v. A.*, decided that there might be a sitting *in camera* in cases not for dissolution of marriage other than suits for nullity, which is the position of Sir Cresswell Cresswell, Mr. Justice Williams, and Baron Bramwell. The point involves an investigation into the old ecclesiastical practice in the matter, and Sir James says that he did not believe that it appears that the old Courts ever did, in fact, hear a case *in camera* merely because it involved the investigation of a charge of unnatural practices. It may be a step from Sir Cresswell Cresswell to Sir James Hannen, but it is a long step indeed from Sir James to the step now taken by Mr. Justice Denman.

#### RECENT U. S. DECISIONS.

*Insurance, Fire—Proofs of Loss—Conditions of policy—Waiver.*—(1) In an action on a policy, it appeared that the assured, a few days after the loss, assigned all his property for the benefit of his creditors. The policy provided that the assured, making claim for loss or damage by fire, shall render an account of said loss, "stating the interest and title of the assured, and of all others, therein." *Held*, that a proof of loss stating that at the time of the fire the assured was the sole owner is a sufficient compliance with the requirement of the policy. (2) Where proof of loss states a particular sum as the actual cash value of the property destroyed, such statement is not open to objection as