our R. S. O. c. 165, sec. 13, does not authorize a person of unsound mind to sell land to a company or public body who have statutory power to take it; the section only authorizes the committee of a lunatic to sell.

Retirement of trustee—Appointment by continuing trustee.

In *In re Norris, Allen* v. *Norris*, p. 333, Pearson, J., decides the question—"Is it the case that, where there are two trustees, and one of them wishes to retire, the continuing trustee (*i.e.*, the trustee who intends to continue to be a trustee of the instrument) cannot appoint by himself, but must have the concurrence of the trustee who is actually retiring?" In the negative, he says, p. 339:—"With all respect to the judgment of Bacon, V.-C., in *In re Glenny and Hartley*, 25 Ch. D. 611, I cannot think that the words 'continuing trustee' in the ordinary form mean a trustee who is desirous of retiring and intending to retire *instanter*, because, as I recollect it, it used to go on to say, 'thereupon the trust premises shall be conveyed so that they may vest in the new trustees and the continuing trustee.' That shows that the 'continuing trustee,' in whom the trust premises are to rest jointly with the new trustee, cannot be the trustee who is then about to retire, but that the words 'continuing trustee' mean, not the retiring trustee, but the trustee who intends to remain a trustee of the instrument." A. H. F. L.

OUR ENGLISH LETTER.

(From our own Correspondent.)

The monotony of life in the London law courts has been relieved of late by two legal entertainments of such general interest that Mrs. Weldon and Mr. Bradlaugh sink into comparative insignificance.

And first of *Finney* v. *Garmoyle*. In spite of the rumours that nothing exciting was to be revealed in the course of this case the public flocked down to the law courts at an early hour, and, in the result, was by no means so disappointed as might have been expected. It is true that Lord Cairns' fickle son was away on the Continent, and that the case was settled out of court, but Mr. Charles Russell made a speech in which he gave a glowing account of the career of the Savoy actress, and the Attorney-General made a touching apology on behalf of Lord Garmoyle. The court, crowded to suffocation, had the further pleasure of hearing the colossal damages, £10,000 stated by these high authorities, and the assembly dispersed, not altogether displeased with its entertainment of the day. One of the natural results has been that the lay press has produced a variety of articles more or less profound upon the subject of breach of promise, and there can be no doubt that Sir Henry James's famous one-line Bill—"that actions for breach of promise of marriage be no longer maintained at law"—is proved by the popularity of Garmoyle's case to be, to say the least of it, premature. When the public unfeignedly rejoices that an injured woman has obtained £10,000 as a salve to her wounded feelings, the times are not quite ripe for the abolition of the form of action which gave the injured woman her remedy.

But the excitement concerning *Finney* v. *Garmoyle* was not a circumstance to that which attended the famous trial of *Adams* v. *Coleridge*. The facts of this case may be summarized exceedingly shortly. The Hon. Bernard Coleridge did not wish to see his sister married to Mr. Adams, and accordingly wrote his sister a letter containing a string of accusations against Mr. Adams, upon which this gentleman founded an action for libel. The defence was that the communication was privileged, and Mr. Justice Manisty ruled that, unless there was evidence of express malice, this defence must prevail. But