

power to the father to do that which he could have done under the general words of the substitution in favour of his children.

It would be lamentable if their Lordships, in a case arising in Lower Canada and to be determined by the law of that country, should feel themselves bound by a course of English decisions which have been swept away by the Legislature as fraught with inconvenience and mischief, and thus be driven to such a construction of the will of William as would form a precedent in future cases of a similar nature, and thereby introduce into Lower Canada all those difficulties and inconveniences which it required the force of an Act of Parliament in England to remove. In their Lordships' opinion the decision of the Court of Queen's Bench is correct. They will therefore humbly advise Her Majesty to affirm the judgment of that Court.

The appellant must pay the costs of this appeal.

Judgment affirmed.

Bompas, Q.C., and McLeod Fullarton for appellant.

Macnaughten, Q.C., and Jeune for respondents.

PREPARING FOR TRIAL.

Chief Justice Curtis, of Boston, gave hints as a basis for the following trial rules that are not so generally known as they should be, and yet they very forcibly apply to criminal defenses:

1. Pay little attention to the good side of the case at first, that side will take care of itself, but be sure you look well to the bad side—not forgetting to explore the strongest form of the proof, and knowing that an opportunity to prove even what is false may be used by your adversary, unless you have certain means to refute it.

2. Never try to disprove what has not been proven, and supply thereby the missing link in the enemy's chain of evidence.

3. Never forget that an innocent person, with enemies, may be in a more dangerous condition than a guilty one with friends and influence.

4. The pulse of the people beat nearest together through the columns of the press, and will shade the whole story with a jury.

5. Persistent energy in the face of genius and eloquence will bear its fruit in due season if properly directed, but endless travel in the wrong direction will never reach the place of destination; therefore, of all things, be safe in your theory and start out equipped for a trial of hardship. Chas. S. May says:

"The best trial rule I can think of is for the advocate first to possess himself thoroughly of the facts of his case, and to believe in its justice; and then to keep in mind in every step of its progress that the jury is composed of men representing the average common sense and moral sense of the people, actuated by an honest desire to do impartial justice between the parties; and so, in the light of this fact, to be able to see how every proposition or objection, piece of testimony, remark at the bar or observation from the bench would be likely to affect such a body; in other words, for the trial lawyer to imagine himself in the jury box, with their purposes and intelligence, and think how these things would be apt to influence him."—*J. W. Donovan.*

DIALOGUE BETWEEN LAWYER AND CLIENT.

Who taught me first to litigate,
My neighbour and my brother hate,
And my own rights to overrate?

My lawyer.

Who cleaned my bank account all out,
And brought my solvency in doubt,
Then turned me to the right-about?

My lawyer.

ANSWER.

Who lied to me about his case,
And said we'd have an easy race,
And did it all with solemn face?

My client.

Who took my services for naught,
And did not pay me when he ought,
And boasted what a trick he'd wrought?

My client.

—*Albany L. J.*

INSURING A MOTHER-IN-LAW.—The Supreme Court of Pennsylvania, in holding that a son-in-law has no insurable interest in the life of his mother-in-law, has aimed another blow at this much-abused class. The Court sneeringly says that he is not a creditor of hers, nor in any manner legally liable for her support or maintenance, and that he could not inherit from her nor she from him: in fact that there is no consanguinity between them. The mere fact that he married her daughter gave him no pecuniary interest in the preservation of her life; and while the Court does not in words say so, the inference is very plain that it means it to be understood that in the opinion of the Court the son-in-law is so interested in getting rid of his mother-in-law that to insure her life is a gambling contract of the worst kind.—*Washington Law Reporter.*