

## The Legal News.

VOL. VII. DECEMBER 6, 1884. No. 49.

### BREACH OF PROMISE.

The £10,000 sterling allowed to the plaintiff in the action against Lord Garmoyle (*Finney v. Cairns*, otherwise *Garmoyle*) is said to be probably the largest amount of damages ever recorded in England in an action for breach of promise of marriage. The *Law Journal* says:—"The nearest approach to it is £3,500, given in 1835 to a solicitor's daughter for the loss of the alliance of a solicitor who had inherited a considerable fortune from his father (*Wood v. Hurd*, 2 Bing. N. C. 166). In 1866 the sum of £2,500 was awarded to a milliner's daughter as compensation for losing a husband in the shape of a young gentleman with £700 a year (*Berry v. Da Costa*, 35 Law J. Rep. C. P. 191), but there were circumstances in the case tending to make the damages exemplary. In former times apparently it was more common for disappointed husbands to bring actions than now, and in the reign of William and Mary £400 was awarded for the loss of a lady worth £6,000 (*Harrison v. Cage*, Carth. 467)—the largest sum, we believe, awarded by unsympathetic jurymen to a male plaintiff. No doubt as large, and perhaps larger, sums than the present have been paid out of court, but we now have an assessment, agreed upon by all concerned and sanctioned by a jury, of a countess's coronet at £10,000."

### PRIVILEGE OF THE CROWN.

In *Exchange Bank and The Queen*, claimant, Mr. Justice Mathieu has held that the Crown has no preference for its deposits or advances over other depositors in the distribution of the assets of a bank in liquidation. The claim of the Crown appeared to be supported by Art. 611 of the Code of Procedure, which states that "in the absence of any special privilege, the Crown has a preference over chirographic creditors, for sums due to it by the defendant." The learned judge inclines to the opinion, however, that this article, which was

inserted in the code at the last moment, does not affect the old law, which restricted the privilege of the Crown to claims against *comptables*, or persons accountable for Crown dues. See also *Campbell v. Judah*, 7 L. N. 147. A correspondent has favored us with a reference to an English case not yet reported in any of the law journals, but mentioned in the *Illustrated London News*, of November 15, 1884. In this case it was held in Chancery, in the liquidation of the Oriental Bank, that the colonies of Mauritius, Victoria, &c., possessed the Crown privilege, so that their monies in the bank when it suspended must be paid to them, by the liquidators, out of the assets, by privilege.

### MISCONDUCT OF JURY.

A case decided recently by the Supreme Court of California (*People v. Lyle*, 4 West Coast Reporter, 348), shows that trifling irregularities will not be permitted to affect a verdict. The Court held that jurors are presumed to do their duty in accordance with the oath they have taken, and that presumption is not overcome by proof of the mere fact that, during a trial which lasted over thirty days, two or three of the jurors, after the adjournment of the court for the day, drank a few glasses of liquor at the expense of the district attorney; that one of them partook of a dinner at the house of the same officer, under circumstances which rendered the act of invitation necessary, and of a supper at the hotel of his associate counsel under like circumstances. Such acts, it was remarked, however improper or indiscreet, could not, in themselves, have affected the impartiality of any one of the jurors, or disqualified him from exercising his powers of reason and judgment; and they will not warrant a court in setting aside a verdict of conviction. To warrant setting aside a verdict, and granting a new trial for irregularities and misconduct of a jury, it must be either shown as a fact, or presumed as a conclusion of law, that injury resulted from such misconduct. When it is clear that the party against whom the verdict has been found was not injured by the misconduct, the verdict will not be disturbed.