

## SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

### NOTES OF NEW DECISIONS AND LEADING CASES.

**VOLUNTARY GIFTS SUPPORTED BY DEEDS.**—The doctrine of the Court of Equity, that in all cases of voluntary gifts, by ward to guardian, client to attorney, &c., the *onus* of proving the gift to be one of "a rational consideration, and pure volition, uninfluenced," lies upon the guardian, attorney, &c., applies to all cases where the intended donee is shown to have acquired an ascendancy over the mind of the intending donor.

Hence, where a spiritual medium, whose presence was attended with manifestations from the alleged spirit of a deceased person, was shown to have acquired, as a consequence of such manifestations, an ascendancy over the mind of the widow of the supposed manifesting spirit; the *onus* of proving that certain large gifts made to him by the widow, and fortified by irrevocable deeds, were made to him by her after a rational consideration, and of her own pure volition, uninfluenced, was cast upon the medium.

Under the circumstances of the case the court held that the medium had not proved what it so held him bound to prove as aforesaid, and the gifts were set aside.—*Lyon v. Home*, 16 W. R., 824.

**SEAMEN — FOREIGNER — JURISDICTION.**—The prisoner was an American citizen, and was convicted at the Central Criminal Court of manslaughter on board of a vessel belonging to the port of Yarmouth in Nova Scotia, but registered in London, and sailing under the British flag. The vessel at the time was in the river Garonne, within the boundaries of France, on her way up to Bordeaux, and was about forty-five miles from the sea, and about half way up to that city. The tide flowed and ebbed there. It was objected at the trial that the Court had no jurisdiction to try the prisoner.

*Held*, that the conviction was right, inasmuch as the Admiralty of England would have had jurisdiction to try the prisoner, and by statute the trial might equally be had at the Central Criminal Court.—*Conviction affirmed.*—*Regina v. Anderson*, L. J. Notes of Cases, 248.

**RAPE—CONSENT.**—The prosecutrix and her husband had retired to rest about 12 o'clock at night. They were in bed together in a room on the first floor of the house where they lodged, and the prosecutrix had her baby in her arms in bed with her. At about 2 a.m. the husband was asleep, and the prosecutrix was between waking and sleeping, when the latter was completely

awakened by a man having connection with her, and pushing the baby aside out of her arms. She thought the embraces were those of her husband; but her dress being over her face when she awoke, it was not until too late that she found it was not her husband.

*Held*, that there was consent to the connection, but that the consent had been obtained by fraud, and therefore that conviction must be quashed. *Conviction quashed.*—*Regina v. Barrow*, L. J. Notes of Cases, 248.

**SALE OF OBSCENE BOOKS.**—Copies of a pamphlet of an obscene nature were seized under Lord Campbell's Act (20 & 21 Vict. c. 83). The publisher did not keep or sell the pamphlet for the sake of gain, nor to prejudice good morals, but for a purpose which he considered to be good.

*Held*, that the object of the publisher did not alter the character of his act, the natural consequence of which he must be taken to have intended, and the natural consequence being one which would make the publication of the pamphlet a misdemeanor, and in the opinion of the justices who ordered the seizure proper to be prosecuted as such, the seizure was right.—*R. v. Hicklin*, 16 W. R., 801.

## MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

### NOTES OF NEW DECISIONS AND LEADING CASES.

**RECEIVING PROPERTY KNOWING IT TO BE STOLEN — FALSE PRETENCES.**—The prisoner was convicted of receiving £100, the property of the London and Westminster Bank, knowing it to be stolen. It appeared that the sum of £100 was part of a larger sum of £900 which was standing on a deposit account of the bank in the name of Henry Allen. On April 27 last, the wife of Henry Allen presented a forged order, purporting to be made by Allen, for the withdrawal of the money, to the cashier of the bank, who believing the order to be genuine, paid out to her the amount of the deposit and interest in notes of £100 each. In July last, Mrs. Allen eloped with the prisoner, but they were overtaken together on board a steamboat at Queenstown bound for New York. One of the notes was proved to have been paid away by the prisoner in May, 1858. On behalf of the prisoner, it was argued that there was not any larceny of the note by the wife from the bank, but rather an obtaining of the note by false pretences or a forged order, which would not support a conviction for receiving the note, knowing the note to have been stolen.