RECENT ONTARIO DECISIONS.

Marriage when one party intoxicated.—In order to render void a marriage, otherwise valid, on the ground that the man was intoxicated, it must be shown that there was such a state of intoxication as to deprive him of all sense and volition, and to render him incapable of understanding what he was about.

Semble.—A combination amongst persons friendly to a woman to induce a man to consent to marry her, it not being shown that she had done anything to procure her friends to do any improper act in order to bring about the consent, would not avoid the marriage.

A marriage entered into while the man is so intoxicated as to be incapable of understanding what he is about, is voidable only, and may be ratified and confirmed.

Three years after the ceremony of marriage, which the man alleged he was induced to enter into while under arrest and intoxicated, an action was brought against him for necessaries furnished to the woman, and for expenses for the burial of her child, in which the question of the validity of the marriage was distinctly put in issue. The man signed a memorandum endorsed on the record, in which he admitted the existence and validity of the marriage, and consented to a verdict for the plaintiff in the action.

Held, that if the marriage was previously voidable it was thereby confirmed.—*Roblin* v. *Roblin* (Chancery, June 11, 1881—Decision by Proudfoot, V.C.)

RECENT U. S. DECISIONS.

Contract—Real Estate broker.—Defendant employed plaintiff to find a purchaser for real property. Plaintiff was to receive $500 for his services. Within a reasonable time plaintiff brought to defendant a purchaser willing to buy and pay the price. Defendant was satisfied with the purchaser, and entered into an agreement to convey to him the land. The purchaser declined taking the property on account of the state of the title.

Held, that plaintiff was entitled to recover, his right not depending on the validity of the title or the validity of a contract for the conveyance thereof between defendant and the purchaser.—*Gonzales* v. *Broad*, Supreme Court, California.—7 Southern L. R. 310.

Contract—Repudiation by purchaser.—Where the contract is for the manufacture and delivery of goods at a definite future time, and before such time the purchaser repudiates the contract, and notifies the vendor to that effect, such refusal is a breach of contract excusing the vendor from performance; and if he shows himself to have been ready, able, and willing to perform, it furnishes him with a good cause of action in damages for breach of contract.—*Eckenrode* v. *Chemical Company of Canton*, Court of App. Maryland, 7 Southern L. R. 311.

Stock-broker—Margins.—Where one employs a stock-broker to deal for him in margins, and deposits with him security, and knows no other person in the transaction, the relation is not that of principal and agent, but that which exists between two principals in a gambling transaction. In such case, where the employer is an infant, he can recover from the broker the money paid to and security deposited with him.—*Ruchizky* v. *De Haven*, Supreme Ct. Pa., 7 South. L. R. 348.

GENERAL NOTES.

The Chief Justice of Fiji, among other judicial dignitaries, has received the honor of knighthood.

In the list of Chief Justices of England, given on page 192, there was an omission of Lord Campbell, who held the office from 1850 to 1859. Lord Denman retired from office in 1850, not in 1851 as stated.

A metropolitan contemporary gives some interesting details as to the honorable forbearance of many lawyers to practice before relatives or even intimate friends upon the bench. The late Judge William Kent, it is said, never practised as an attorney before his father the Chancellor, nor did the present ex-Judge Jones ever practice before his father, who in his turn had refused retainers before his father, the first Judge Samuel Jones, in the last century. The son of the late Judge Samuel Betts accepted the clerkship of his father's Court rather than practice before him, but resumed his profession after his father's death. When Judge Rapallo's son has a case in his father's Court upon argument, his father always quits the bench. The late James T. Brady would never accept a fee in his brother's Court, not even if it was offered for an appearance before one of his brother's colleagues. Mr. William A. Beach pursues the same course in the Courts wherein his son presides. Judge Spier's son will not practice before his father. The late John S. Lawrence declined cases before his brother, of the Supreme Court. Some lawyers carry these ideas of professional delicacy so far as to be averse to trying or arguing cases before intimate friends who are judges.—*Alb. Law Journal*.