passions of human nature, and Montesquieu (Esprit des Lois) says: "Il y a de tels climats où le physique a une telle force, que la morale n'y peut presque rien. Laissez un homme avec une femme, les tentations seront des chutes, l'attaque sûre, la résistance nulle. Dans ces pays, au lieu de préceptes, il faut des verroux."

The Recorder, therefore, seems to have erred in accepting a test which is too illusory to be worth anything. The common sense of educated people revolts against an edict which would banish the splendid creations of the great masters. As the Court, in the case already quoted, observed: "It is evident that mere nudity in painting or sculpture is not obscenity. Some of the great works in painting and sculpture, as all know, represent nude human forms. It is a false delicacy and mere prudery which would condemn and banish from sight all such objects as obscene simply on account of their nudity."

At the same time, the place and mode of exhibition must be taken into account. A statue which would not be objectionable in an art gallery, might be displayed with such accessories, say in the window of a dry goods shop, that the exhibition would be deservedly prohibited. A work of art may also be reproduced in such a way as to be objectionable. One might even take as an example "The Visit to Æsculapius," by an artist lately honored in a special manner by our virtuous Queen. The display of colored lithographs of such a work in shop windows would be an undoubted evil.

The particular merits of the Sharpley case need not be discussed. The Recorder has no doubt decided conscientiously, though it appears that he judged without actual inspection of the statuettes, and while we are forced to express our dissent from his views about art, we are bound to say that if he has erred in the present case, it is upon the right side. Pictorial representations of the most objectionable character, that is to say, such as are designedly suggestive and indecent, have been permitted with too great a license in the past, in the windows and on the walls of our city. The broom of reform may well busy itself a while with these, and sweep from sight an undoubted source of evil, before it touches the productions of the painter and the sculptor.

*COURT OF QUEEN'S BENCH—MONTREAL.**

Grevé de substitution—Possession—Assurance—Déclaration—Arbitrage—Renonciation tacite.

JUGÉ:—1o. Qu'un grevé de substitution possède à titre de propriétaire et peut comme tel faire assurer la propriété qu'il possède; et que la déclaration qu'il aurait pu faire à la compagnie d'assurance avant d'effectuer son contrat, qu'il était propriétaire, n'est pas une fausse déclaration.

2o. Que lorsque une compagnie d'assurance assure une maison, une cuisine d'été et un hangar avec tout le ménage "*contenu dans la dite maison*," et lorsqu'il y a des meubles qui de leur nature doivent se trouver dans le hangar v. g. le charbon, l'assurance couvre tous les meubles de l'assuré, même ceux qui étaient dans la maison et qui auraient été transportés dans la cuisine d'été ou le hangar.

3o. Que lorsqu'une compagnie d'assurance consent à un arbitrage pour faire déterminer le montant des dommages soufferts par l'assuré, elle renonce par là même à son droit d'invoquer toute cause de déchéance connue par elle avant la nomination des arbitres.—*La Compagnie d'Assurance Mutuelle*, Appelante, et *Villeneuve*, Intimée, Dorion, C.J., Monk, Ramsay, Cross, Baby, JJ., 22 mars 1886.

Procedure—Inscription for enquête—C.C.P. 234.

An inscription upon the roll *des enquêtes*, for enquête, without the consent of the opposite party, is regular.—*Normor* v. *Farquhar*, Dorion, C.J., Monk, Tessier, Cross and Baby, JJ.; Ramsay, J., diss., May 26, 1885.

Powers of Municipal Corporation—Agreement to open street.

A Municipal Corporation cannot validly bind itself to make a by-law for the opening of a street and no action will lie against such Corporation for failure to carry out an agreement for the opening of a street.—*Brunet & La Corporation du village de la Côte St. Louis*, Sept. 26, 1885.

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