

DEFAMATION—SLANDER—IMPUTATION OF DRUNKENNESS—TOWN COUNCILLOR—HONORARY OFFICE.

In *Alexander v. Jenkins* (1892), 1 Q.B. 797, the Court of Appeal (Lord Herschell, and Lindley and Kay, L.JJ.) have decided, following the old case of *Onslow v. Horne*, 2 W. Bl. 750, that it is not actionable, without proof of special damage, to say of a town councillor that he is "never sober, and is not fit for the council, and that on the night of his election he was so drunk that he had to be carried home," because the office was not one of profit, but of an honorary character, and the charge, even if true, would afford no ground for dismissing him from his office. The defendant was given the costs of appeal, but the action was dismissed without costs.

STATUTE, CONSTRUCTION OF—"LAWFUL PURPOSE"—EJUSDEM GENERIS.

In *Warburton v. Huddersfield Industrial Society* (1892), 1 Q.B. 817, the Court of Appeal (Lord Herschell, and Lindley and Kay, L.JJ.) affirmed the decision of the Divisional Court (1892), 1 Q.B. 213 (noted *ante* p. 165).

INSURANCE (LIFE)—INSURABLE INTEREST IN LIFE OF ANOTHER—14 GEO. III., C. 48, SS. 1, 3.

In *Barnes v. The London, Edinburgh & Glasgow Life Insurance Co.* (1892), 1 Q.B. 864, the plaintiff insured the life of a child, her stepsister, and the present action was brought to recover the amount of the policy; and the sole question raised was whether the plaintiff had an insurable interest in the life of her stepsister within 14 Geo. III., c. 48. It appeared in evidence that the plaintiff had promised the mother of the child to take care of the child, and help to maintain her, and that she had undertaken the burden of doing so. No objection was taken that the plaintiff had not, in fact, spent any money upon the child, nor as to the amount, if any, expended by her. The judge of the County Court before whom the action was tried held that the plaintiff had an insurable interest, and the Divisional Court (Lord Coleridge, C.J., and Smith, J.) affirmed his decision on the point of law.

FRAUDULENT CONVEYANCE—JOINT POWER OF APPOINTMENT—RESETTLEMENT—GIFT OVER ON BANKRUPTCY—TRUST TO PAY DEBTS, REVOCABILITY OF.

In *re Ashby* (1892), 1 Q.B. 872, although a bankruptcy case, is one, nevertheless, deserving of a brief notice here. Two points are discussed. The first, as to the effect of a settlement made by the bankrupt prior to his bankruptcy, under the following circumstances: Under a settlement to which he was not a party property was limited to such uses and for such trusts as the bankrupt and another should by deed appoint, and in default of appointment to him and the other person successively for life. By a resettlement executed in pursuance of the power, the trust estate was appointed to trustees for a term of 1,000 years for the purpose of raising, by way of mortgage, a sum to pay certain scheduled debts of the bankrupt, with remainder to trustees during the life of the bankrupt until he should become bankrupt, with a discretionary trust over, in the happening of that event, in favour of the bankrupt, his wife, children, or relatives, with remainders over. It was contended that the settlement was in effect a settle-