must be left to aim at the golden mean between incompleteness and redundancy. It must be admitted that the written opinions of the United States judiciary are not commonly chargeable with either fault.

THE ENO CASE.

Mr. Justice Caron has given judgment, as was expected, adversely to the extradition of Eno. This person's operations were conducted on a gigantic scale, but his crime no more fell within the Ashburton Treaty than those of hundreds whose depredations were less important, and who have found a safe refuge on this side of the line. The learned judge had no difficulty in deciding that Eno was not guilty of forgery within the scope of the Treaty, and the prisoner was therefore set at liberty.

On the subject of extradition the N. Y. *Evening Post* has the following remarks:—

"The difficulty with the reformation of the law hitherto has been a curious one. We have a better treaty with every leading continental power, notwithstanding the difference of race, language, and religion, than we have with England. And why? Chiefly because international distrust and suspicion have been repeatedly aroused by attempts at sharp practice in the extradition of criminals and in the construction of the treaty. In this we have been chiefly to blame. There was no excuse for an attempt made in Gen. Grant's time to establish the extraordinary doctrine that a fugitive might be extradited for one crime and then tried for another, and the result of this—the passage of the English extradition act of 1870, forbidding the surrender of criminals unless a pledge was given that they should be tried only for the extradition crime—was simply a proof of the international distrust excited by our behaviour. The fourteen years which have elapsed since the passage of that act has been a period rich in the production of enlightened extradition treaties, covering various sorts of breaches of trust, with countries far less advanced than England. With the republics of Salvador, of Nicaragua and Peru, with the Orange Free State, Ecuador, Belgium, Spain, and even Turkey—few of them countries likely to be attractive as an asylum for American swindlers — we have had no difficulty in making treaties which cover other pecuniary crimes than forgery; and in all the European treaties a clause forbidding the trial of the person surrendered for any crime committed prior to that for which he is given up is to be found—a fact which shows that we have abandoned the very point which led to the passage of the hostile Extradition Act by England. The passage of the Extradition Act, however, was resented by General Grant's administration as an indication of a distrust on the part of England of our good faith, and it almost led to a stoppage of all extradition proceedings under the treaty. Fourteen years have elapsed, and a new attempt to evade the provisions of the treaty has been made from our side of the border, and once more it has been demonstrated that our extradition treaty sets a premium upon crime."

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, May 31, 1884.

Before DORION, C. J., MONK, CROSS, BABY, JJ.

LEFEBVRE (defendant below) Appellant, and THE HOCHELAGA MUTUAL FIRE INS. CO. (plaintiff below) Respondent.

Mutual Insurance Company—Cash Premium System—Extra Assessment.

Held:—Confirming the judgment of the Superior Court, Montreal, (reported in 6 L. N. p. 236), That a person insured for a cash premium under S. 35 of 40 Vict., ch. 72, is a member of a mutual insurance company and liable as such for an extra assessment, not exceeding $2 on every $400 of his insurance, for each loss that occurs while he is such member, provided the deposit notes are insufficient to pay such losses. Held, also (reforming in this respect the judgment of the Superior Court), That although fees due appellant as Director could not be set up in compensation against such extra assessments, yet as the company and liquidators had agreed to allow such fees in reduction thereof, the appellant ought not to be condemned for more than respondents had agreed to accept.