

hunting on Sunday. S. 6, s-s. 2, restricts the killing, except for the actual use of the hunter, of quail, snipe, wild turkey, woodcock, or partridge for a period of two years. It is necessary now that all non-residents of Ontario and Quebec shall obtain a license before they may hunt or kill any game in this Province, and for this a fee of \$25 is required, but a guest of a resident may obtain free a license for a week. In this connection it would be interesting to know what "game" is; the Legislature has not furnished us, so far as we know, with a definition, and sportsmen have different ideas of what it includes. A board of fish and game commissioners of five members is appointed, who shall appoint wardens, take all necessary measures for the enforcement of the game laws, collect statistics, etc. Penalties varying from \$5 to \$50 for infractions of this Act make it advisable that it should be carefully read by all interested.

An Act to encourage the destroying of wolves makes the bonus \$10 instead of \$6 as formerly. The remaining Acts do not appear to merit special attention.

COMMENTS ON CURRENT ENGLISH DECISIONS.

The Law Reports for May comprise (1892) 1 Q.B., pp. 569-739; (1892) P., pp. 109-137; and (1892) 1 Ch., pp. 457-658.

GIFT—VERBAL GIFT OF CHATTELS—DELIVERY TO DONEE—INTERPLEADER.

Kilpin v. Ratley (1892), 1 Q.B. 582, was an interpleader issue between an execution creditor and the wife of the execution debtor as claimant. The goods in question had originally belonged to the execution debtor, but had been bought by his father-in-law, to whom a bill of sale of them had been made. The father-in-law subsequently went to the debtor's house, where the goods had been allowed to remain, and verbally gave the goods to the claimant, his daughter, by words of present gift, pointing to the furniture and saying, "I give you this furniture; it will be something for you"; and he then left the house, leaving the furniture there, where it remained in the use and enjoyment of the claimant and her husband until seized in execution. It was contended by the creditor that there had been no sufficient delivery of the goods to the claimant so as to perfect the gift, and that the property in the goods had not passed to her. But Hawkins and Wills, JJ., were both of opinion that there had been a valid gift of the property, and they gave judgment in favour of the claimant.

STATUTE OF FRAUDS, S. 4—AGREEMENT NOT TO BE PERFORMED WITHIN A YEAR—SIGNATURE OF PARTY TO BE CHARGED.

Evans v. Hoare (1892), 1 Q.B. 593, is one of that class of cases which exhibits the astuteness of courts of justice in getting round the Statute of Frauds when it stands in the way of substantial justice. The action was for wrongful dismissal, and the agreement of hiring on which the plaintiff relied was in the form of a letter addressed to the defendants, to this effect: "Messrs. H.M. & Co.: I hereby agree to continue my engagement in your office for three years from 1st January, 1890." This was signed by the plaintiff, and the question was whether the "Messrs. H.M. & Co." to whom the memorandum was ad-