The statutory requirement applicable to insurance in mutual insurance companies, that the consent of the directors must be signified by an endorsement on the policy, or other acknowledgment in writing, is not satisfied by evidence of mere knowledge by the insurers of other insurance.

The judgment, from which the present inscription was taken, was rendered by the Superior Court, Montreal (Johnson, J.), Jan. 31, 1880, dismissing the action. The learned judge made the following observations :—

"This is an action to recover the amount of a fire policy, and the defendants, being a mutual society, plead the statute which voids an insurance contract, where there has been another insurance effected without their consent; and also a special condition of the policy (No. 5) to the same effect. This is the principal point in the case. A variety of circumstances were adverted to, tending to show a knowledge by the defendants of the existence of another contract. That, however, does not appear to me, under any reasonable view of the law, to be enough. There must be a consent. The words of the statute are: 'unless the double insurance subsists with the consent of the directors signified by endorsement on the policy signed by the manager or secretary, or other officer authorized to do so, or otherwise acknowledged in writing.' This is not satisfied by evidence of mere knowledge on the part of the insurers of other contracts. Besides, the evidence seems to me to show that the Company only took the risk because they understood the application to the other office had been withdrawn.

"There are other points raised; but I do not enter upon them; because I am of opinion to maintain the defendants' first plea, and dismiss the action."

In Review, the judgment was confirmed, Jetté, J., dissenting.

Greenshields & Busteed, for plaintiff.

Davidson & Cross, for defendants.

GENERAL NOTES.

The *American Law Review* for August contains the following leading articles: Liability of officers acting in a judicial capacity, by Arthur Biddle; Why should not a decedent's real estate descend and be administered like personalty? by Wm. Reynolds; Subjection of the State to law, by Roger Foster.

About fixing Friday for executions a correspondent writes to a N. Y. contemporary :—"The judges of the Supreme Court ought not to foster this superstition by making an almost invariable practice of sentencing criminals convicted of murder to be executed on Friday. In my acquaintance a respectable lawyer, under the influence of prejudice, avoided the commencement of any new business on Friday. There are many things which must be done on Friday. Becoming a mother cannot be adjourned, and there is no reason why the day of the nativity of one equal seventh of mankind should be clouded by a cruel old custom sanctioned by judicial authority. Are not Friday-born people entitled to relief? Let the judges appoint some other day of the week for the execution of the sentence 'by hanging of the convict by the neck until he be dead.'"

The lawyer's legitimate fee, says Judge Cooley, is payable irrespective of the result, and he is supposed to occupy a position from which he can contemplate the controversy with a desire that the correct rule of law shall be applied, and the truth be expressed in the judgment, whether the result to his client be favorable or unfavorable. This is a statement which would probably give rise to strong opposition, even from lawyers of the most pure and upright character. Lord Brougham would certainly not have been content to adopt Judge Cooley's view, nor is it necessary to do so in order to express condemnation of the "no cure no pay" system. The conclusion to which Judge Cooley arrives is, that if poor persons need assistance to enforce their rights, and are unable to pay for it, a lawyer ought to prefer to give assistance as a matter of charity, rather than place himself in a position antagonistic to his duty and the interest of his client. Probably this is the only safe way of deciding the question.—*London Law Times.*

If a judicial decision were necessary to demonstrate that Americans spit, it would not be wanting. In 7 Federal Reporter are several cases involving patents on "cuspidors," which, we believe, is the genteel expression for spittoons. In *United States Stamping Co. v. Jewett*, id. 869, we find the following choice extract: "As to one of the Weber cuspidors which Mr. Adams had in his house, given to him by Weber, Mr. Adams states, in his testimony, that he had it in his family as early as 1868—probably, he says, the first of January, 1868—and that it was a New Year's present to aid in furnishing a new library, completed in 1867. Mrs. Adams, his wife, testifies that this Weber cuspidor was brought to her house in 1867 or 1868, after the library was completed, and two years certainly before she went to Europe, which was July 12, 1870; that she connected it with another gift which was received about the same time—a fire-screen—given by Mr. John Dow, the screen being a cut-glass one, in which the cuspidor was reflected; that the cuspidor was also reflected in a mirror and in the windows of a bookcase; and that the room appearing to be full of cuspidors, the article was sent into the attic." A room apparently full of spittoons is too disgusting to contemplate, of course, but it seems rather onerous on Mr. Adams to compel him to go up to the attic every time he wanted to spit. Why did not Mr. Adams banish the fire-screen? This account shows who was the stronger party in that household. A spittoon as part of the furniture of a library seems a novel idea. It might possibly be useful during the reading of these books which Lord Bacon says are "to be chewed."—*Albany Law Journal.*