

50 pages of the reports, their Lordships unanimously dismissed the appeal, as against the chairman on the ground that he was honestly satisfied that the plaintiff was insane, and that no action for negligence lay against him; and as against the medical man on the ground that there was no evidence fit to be left to a jury of any want of care on his part.

PRACTICE—SERVICE OUT OF JURISDICTION—CONTRACT TO BE PERFORMED WITHIN THE JURISDICTION—SALE OF SHIPS TO BE DELIVERED WITHIN JURISDICTION — REFUSAL TO TAKE DELIVERY—(ONT. RULE 25 (1) (c) ).

*Hemeltryck v. William Lyall Shipbuilding Co.* (1921), 1 A.C. 698. This was an appeal from the Supreme Court of British Columbia affirming an order of Hunter, C.J., allowing service of a writ of summons out of the jurisdiction in the following circumstances. The defendant had entered into a contract to buy six ships to be delivered in British Columbia but to be paid for in New York. The defendants refused to accept delivery. The Judicial Committee of the Privy Council (Lords Buckmaster, Dunedin and Shaw) dismissed the appeal, being of the opinion that for the purpose of satisfying the Rule of Court it is sufficient if there is one term to be performed within the jurisdiction, but that principle could not be invoked by setting up an artificial cause of action in order to provide jurisdiction as was attempted in *Johnston v. Taylor* (1920), A.C. 144, noted ante vol. 56, p. 153.

CANADA—QUEBEC—MARRIAGE—IMPEDIMENT TO MARRIAGE—PROHIBITED DEGREES—RULE OF ROMAN CATHOLIC CHURCH AS TO PROHIBITED DEGREES—IMPEDIMENT NOT SPECIFIED IN CIVIL CODE—CIVIL CODE OF QUEBEC, ART. 127—32 HEN. VIII., c. 38.

*Despatie v. Tremblay* (1921), 1 A.C. 702. This was an appeal from the Superior Court of Quebec which had affirmed a judgment annulling a marriage between two Roman Catholics duly solemnized according to the rites of the Roman Catholic Church, on the ground that the parties were cousins of the fourth degree according to the mode of reckoning of the R.C. Church. The