

less than two hours she was awakened by one of his usual attacks. Remedies were applied ; but, no rallying symptoms appearing, the physician and family were summoned. All that medical skill could do was in vain ; and at quarter past twelve, on the last day of the year, he quietly breathed his last, without having awakened to consciousness after his first sleep."

Thus lived, thus died, Amos Lawrence.

MERCANTILE LAW.

ILLEGAL CONTRACTS.

We abridge from the *American Merchant* a valuable treatise on the subject of *illegal contracts* which, while having special reference to United States legal decisions is almost equally applicable to Canada, as the same principles of Common Law obtain in both countries.

The general rule with respect to illegal contracts is, that no Court will lend its aid to a man who founds his cause of action upon an immoral or illegal act. But the immoral or illegal character is never presumed. It is the subject of averment and proof, even where the contract is for the performance of an act which may be effected by means that are lawful or unlawful ; the law will presume in favor of the former, and thus sustain the contract.

Contracts are void for immorality, as

1. Where the consideration embraces *future illicit cohabitation* between the parties. *Past cohabitation* is a good consideration, as the object there is to redress an injury inflicted, and no reference is had to the future.

No recovery can be had for the rent of tenements knowingly let for the purpose of prostitution, or even where they are employed for such purpose with the knowledge of the lessor.

2. Where the consideration is a *bet* or *wager*. At common law, all such bets and wagers are void, as

1. Contravene public policy or morality, or tend to the detriment of the public.

2. Affect the interest, feelings, or character of a third person.

Another great class of contracts rendered void at common law, are those *injuriouly affecting public policy*. Such are all those that

1. Are *in general restraint of trade*. The public has an interest, both in the services of the citizen, and in guaranteeing to him the perfect liberty of carrying on the trade or business in which he has been educated, as a means of sustaining himself and family. Hence, the well settled principle of common law, that a contract by which a party stipulates, although for a consideration, either not to carry on a special trade or