A Binding Contract. An interesting case was tried in the Commercial Court of the Queen's Bench Division, London, on the 25th ult., before Mr. Justice Bigham, the plaintiffs claiming $1,375 for loss under a policy of fire insurance.

The plaintiffs, Messrs. Adie & Sons, were the owners of certain business premises at Voe, Shetland, which they had insured with the Yorkshire Fire Company, and also with two other Companies, each Company being liable for a rateable proportion of any loss. The Yorkshire Company's policy expired in September, 1896. On February 15, 1897, the plaintiffs wrote to the defendants enclosing a copy of the Yorkshire policy: "Kindly advise us if your Office will take up the Yorkshire portion." This letter was received by the defendants on February 18, on which day they answered: "Proposal £1,972 10s. We are prepared to accept the above amount. We have sent the papers to our Glasgow branch to be dealt with there." On February 19, the Glasgow branch wrote to the plaintiffs: "The head office have forwarded to us your favour of the 15th inst. for attention, and have intimated their acceptance of the proposal. . . . We will let you have our policy as early as possible." On February 20, the plaintiffs' premises were burnt down, and on February 24 they wrote to the defendants informing them of this, saying: "It is, therefore, needless to draw your policy at present." This letter was not received by the defendants until March 1. Meanwhile, on February 26, they had executed the policy and sent it to the plaintiffs. The policy was dated as from February 18. On receipt of the policy the plaintiffs sent a cheque for the first year's premium. The defendants refused to accept it, and demanded the return of the policy. The defence raised in this action was that at the date of the fire there was no binding contract to issue a policy of insurance, and that on February 24 the plaintiffs had withdrawn their proposal. Mr. Justice Bigham, in giving judgment, said that in his opinion the defendants ought to pay this claim and were bound in law to do so. The plaintiffs' letter of February 15 was a proposal to the defendants to effect the insurance which had previously been effected with the Yorkshire Company, and on the same terms. It was clear that the defendants read that letter in the sense of a proposal. There having been a proposal, the only thing necessary to make a binding contract was that the proposal should be accepted, and, on February 18, the defendants wrote their letter of that date, which was an acceptance. The position then was that the plaintiffs were bound to pay the premium, and the defendants were bound to issue a policy in the ordinary form employed in their office, and it was immaterial that the parties had not discussed and expressly agreed to every individual term of the policy. The fire occurred on February 20, and under those circumstances the defendants were clearly liable. It was suggested that the plaintiffs' letter of February 24 somehow affected the matter. That letter seemed to have been writen under the mistaken notion that there was no contract binding on the defendants, but when it was ascertained that there was a binding contract the legal position of the parties could not be affected by any subsequent letters.

That judgment was given in favour of the plaintiffs in this suit is not surprising, and the only feature of interest in the case is the confirmation by Mr. Justice Bigham of the generally accepted belief that acceptance of an offer or proposal makes a binding contract. Even the peculiar circumstance of the plaintiffs' ignorance of the legal liability of the defendants has, like the flowers that bloom in the spring, "nothing to do with the case." If man proposes and woman accepts, a subsequent change of heart and mind on the part of the former cannot be offered in mitigation of damages in a breach of promise suit. The defence in the action under review should never have been raised, seeing that the letter of acceptance of the offered business was written on a day anterior to the fire.

Monson and Melo-Drama. There is material enough in the evidence given at the recent trial of Victor Honour, the money-lender, and his accomplice, Monson, of Ardlamont, to form a sensational, five-act melo-drama. The *dramatis personae* for a modern play all appeared in the case just concluded at the Central Criminal Court: a worthy English rector, his soft-hearted wife, and their prodigal son; a wicked money-lender and his still more wicked fellow conspirator; the solicitor to the life insurance company and the weak and erring agent thereof; the mysterious female named Urbanowski and the young man who, upon occasion, personated the prodigal son. It seems difficult to believe that the story of this conspiracy to defraud the Norwich Union Life Insurance Society is one of the tragedies of daily existence, and not a play representing the sufferings of poor, virtuous humanity in the shape of the clergyman and his wife, the return and pardon of the prodigal son, and the punishment of vice and villainy represented by Monson, of Ardlamont, and his companion in crime, the money-lender.

In view of the sentence passed upon the conspirators, an outline of their wrong-doing is interesting. In the spring of 1896, the prisoner Monson, with Honour, an old Jewish usurer, obtained an insurance policy from the Norwich Union on the life of a sickly young spendthrift by presenting a healthy substitute for the necessary medical examination. In the course of the trial for this misdemeanour, it transpired that it was the "business" of Monson to introduce needy reprobates, having a reversionary interest in money or property, to Honour, whose business as a money-lender seems to have necessitated frequent changes of trading title, he having been known as Shakespeare, Milton, and several names other than that by which he has been convicted—which is one singularly inappropriate to his far from Honour-able transactions with the clients introduced by Monson, of Ardla-