ger his life, he is punishable for breaking out (*State* v. *Davis*, 14 Nev. 439). "The necessity, to excuse," say the court, "must be real and urgent, and not created by the fault or carelessness of him who pleads it." He should have "exhausted the lawful means of relief in his power before attempting the course pursued. It was not shown or claimed that he had ever complained to the sheriff or the board of county commissioners, or that he had ever endeavoured to obtain relief by any lawful means." Well, suppose he had complained, and his complaints had not been heeded, he could not help himself. So held in *Stuart* v. *Board of Supervisors*, 83 Ill. 341; S. C., 25 Am. Rep. 397; *People* v. *Same*, 84 Ill. 303; S. C., 25 Am. Rep. 461. In these cases there was a disclosure of frightful filth and unhealthfulness, but the Court of Chancery in the first case said the prisoner had a remedy at law, and they would not enjoin the use of the jail; and in the latter the court of law said that they could not compel the supervisors to provide a suitable jail, so long as they provided any. So the prisoner had to stay until the bugs should carry him out. It is a comfort, however, to know that if the jail takes fire he is not bound to stay and be burned to death; 2 Whart. Crim. Law, § 1676; and that he may go to a necessary, in the yard, at night to attend a call of nature, if there are no accommodations in the jail. *Pattridge* v. *Emmerson*, 9 Mass. 122. But he cannot go for this purpose to the yard unless there is a necessary in it. *McLellan* v. *Dalton*, 10 id. 191. The two last were cases of imprisonment on civil process.

But he is bound to stay in jail even if he is innocent. So held in *State* v. *Lewis*, 19 Kans. 260; S. C., 27 Am. Rep. 113. The prisoner awaiting trial on a criminal charge, escaped, and being rearrested, was tried and acquitted of that charge. Then they tried him for escape, and held that he could not plead his acquittal of the main charge as a defence. "He escaped 'before conviction,'" say the court. "When a party is in legal custody, and commits an escape, we do not think that it depends upon some future contingency whether such an escape is an offence or not." Perhaps so, if you try him for the escape first, but if it is first demonstrated that he is innocent of the main charge, and consequently had a legal right to go free, why punish him for going free without awaiting the legal demonstration? In *People* v. *Washburn*, 10 Johns, 160, the prisoner was held not indictable for aiding the escape of one indicted "on suspicion of having been accessory to the breaking" of a certain house, "with intent to commit a felony," because no distinct felony was thus charged. But according to the Kansas court the escaping prisoner must have waited to have the indictment quashed.

And finally, to cap the climax of absurdity, the law holds that a prisoner has escaped when he has not actually escaped, but has the means of escape, as where, on civil process, the sheriff committed a jailor to his own jail, of which he continued to hold the keys, but where he remained. *Steere* v. *Field*, 2 Mass. Under this doctrine St. Peter would have been indictable for escape, although he did not offer to go, and assured the jailor, "we are all here." So in this case the law holds the prisoner to blame for *not* following the instincts of nature, and availing himself of the opportunity to set himself free.—*Albany Law Journal.*

NOTES OF CASES

IN THE ONTARIO COURTS, PUBLISHED IN ADVANCE, BY ORDER OF THE LAW SOCIETY.

SUPREME COURT OF CANADA.

June Sessions, 1880.

Parsons v. The Queen Insurance Co.
Parsons v. The Citizens' Insurance Co.
Johnstone v. The Western Assurance Company.

Insurance—Jurisdiction of Local Legislatures over subject matter of Insurance—Secs. 91 and 92 B. N. A. Act—"The Fire Insurance Policy Act" R. S. O. c. 162—Applicable to foreign and Dominion Insurance Companies—What conditions applicable when statutory conditions not printed on the policy.

The Queen Insurance Company, an English company doing business under an Im-