right and wrong; which mode, though rarely, if ever, leading to any mistake with the jury, is not, as we conceive, so accurate when put generally, and in the abstract, as when put with reference to the party's knowledge of right and wrong in respect to the very act with which he is charged. If the question were to be put as to the knowledge of the accused solely and exclusively with reference to the law of the land, it might tend to confound the jury by inducing them to believe that an actual knowledge of the law of the land was essential in order to lead to a conviction; whereas the law is administered upon the principle that every one must be taken conclusively to know it, without proof that he does know it. If the accused were conscious that the act was one which he ought not to do, and if that act was at the time contrary to the law of the land, he is punishable, and the usual course, therefore, has been to leave the question to the jury, whether the party accused had a sufficient degree of reason to know that he was doing an act that was wrong; and this course, we think, is correct, accompanied with such observations and explanations as the circumstances of each particular case may require.

"The answer to the fourth question must, of course, depend upon the nature of the delusion; but making the same assumption as we did before, namely, that he labors under such partial delusion only, and is not in other respects insane, we think he must be considered in the same situation as to responsibility as if the facts with respect to which the delusion exists were real. For example, if, under the influence of delusion, he supposes another man to be in the act of attempting to take away his life, and he kills the man, as he supposes, in self-defence, he would be exempt from punishment. If his defence was that the deceased had inflicted a serious injury on his character and fortune, and he killed him in revenge for such supposed injury, he would be liable to punishment."

PUNISHMENT OF INSANE HOMICIDES.

While upon the subject of insanity, we may notice a new system of treating insane homicides which, by a correspondent of the *Kentucky Law Journal*, is said to have been lately applied in France upon a limited scale, but with marked success. "No man can be acquitted of a crime on account of his insanity, unless, through his counsel, he pleads his insanity. This throws upon him and his counsel the responsibility of accepting the issue,—sane or insane. If he be acquitted because of his insanity, he is confined, not in a common penitentiary (for his confinement is not intended for punishment), nor in an insane asylum, subject to be discharged upon the ready certificate of a physician; but he is imprisoned, at all events, for a fixed time, and is subjected to medical treatment, but, under no circumstances, to a doctor's discharge. Nor is he subjected to hard labor nor to the debasing *régime* of a common jail. The period of confinement is scaled according to the nature of the offence charged, but in no case is proposed to extend over the prisoner's whole life. If during the prisoner's life his term of imprisonment should expire, he can be released only after his insanity is positively established by evidence to the satisfaction of a number of inquisitors selected with a view to perfect freedom from the influence of the prisoner and his friends. It is the duty of the attorney for the state to oppose the discharge."

APPOINTMENT.—Mr. Mathieu, Q. C., of Sorel, has been appointed a judge of the Superior Court, in the place of the late judge Olivier.

PAROL CONTRACTS OF INSURANCE.

We have received a copy of the decision of the Supreme Court of Missouri, in the case of *Baile et al.* v. *St. Joseph Fire and Marine Ins. Co.*, decided at the April Term, 1881. This decision is of great importance, the Court laying down the rule, for the first time, that on an oral contract of insurance the assured may, in equity, recover. A somewhat similar case was determined before by the Supreme Court, (*Henning* v. *United States Ins. Co.*, 47 Mo. 425), which was an action *at law* to recover on a verbal contract of insurance. In that case, the insurance company's charter provided that "the condition of all policies issued by such company shall be written or printed on the face thereof;" and also that "all policies and contracts of insurance, and instruments of guarantee, made by said company shall be subscribed by the president, or president *pro tempore*, and attested by the secretary." The Court, in that case, held that "corporations, where they are not restrained