

Upon being arraigned before the examining magistrate, their plea of "not guilty" was entered. Mrs. Lee, who is described as a woman of fair education and of a good Mississippi family, desired to take advantage of a certain provision of the statute under which she stood charged, by wedding the Chinaman, and thus prevent further prosecution. The provision referred to is as follows: "That it shall be in the power of the parties offending, to prevent or suspend the prosecution, by their intermarriage, if such marriage can be legally solemnized." But the proposed marriage could not be legally solemnized, because the statutes of Wyoming prohibit the intermarriage of white persons and persons of "one-eighth or more negro, Asiatic or Mongolian blood." Counsel soon saw a way of escape from the dilemma. They found the following section in the Wyoming statutes: "All marriage contracts without this territory, which would be valid by the laws of the country in which the same were contracted, shall be valid in all courts and places in this territory." The State of Colorado, lying just south of Wyoming, does not prohibit the intermarriage of white and black, or yellow persons, and upon the advice of counsel, Lee Jim and Mary Lee went to Denver, and were married according to the rites of the Christian Church. At the May term of the District Court of Laramie County, Wyoming Territory, "Mrs. Mary Lee and Lee Jim" were duly presented for living in an open state of fornication. A plea in bar was entered, the record of the marriage produced, and the indictment was quashed. But an argument intervened, on the motion to quash, the query being whether persons charged with crime can flee the territory and take advantage of the laws of another jurisdiction, to avoid the penalty of a pending prosecution? The Court held that the marriage having been "legally solemnized," though "without the territory," the offence of fornication was atoned for, in harmony with the statute which authorises the prevention of prosecution in such cases by intermarriage.

ARREARS OF BAR DUES.

To the Editor of the LEGAL NEWS:

SIR,—I am directed by the Council of the Bar of Montreal to ask you to publish in the "Legal News" the following resolution which

has been unanimously adopted at the meeting held on the 15th instant.

"Moved by S. Bethune, Esq., Q. C., seconded by C. A. Geoffrion, Esq.:

"That all arrears of annual subscriptions due prior to the first May, 1869, be abandoned and remitted to the members of the Bar owing such arrears. It being understood that where suits for such arrears have been instituted, the payment of the costs of such suits shall be a condition precedent to the parties sued having any benefit under this resolution."

Yours, &c.,

L. FORGET,

Sec. of the Bar of M.

Montreal, 19 April, 1882.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, March 21, 1882.

MONK, RAMSAY, CROSS, BABY, J. J.

LORD et al. (dfts. below), Appellants, and ELLIOTT et al. (plffs. below), Respondents.

Charter-party—Demurrage—"Prompt despatch."

A charter party was entered into, by which a steamer was to take on board a cargo of coal, at the port of Sydney, Cape Breton. In the charter party was this stipulation: "Taking her turn with other steamers, and taking precedence of sailing vessels, and receive prompt despatch in loading and unloading." Sydney is a coaling port, and the coal is brought straight from the pit to the vessels loading. There were a number of vessels waiting to load, and the steamer did not get her cargo until seventeen days after the captain protested the freighters. Held, that it was for the shipowner to establish want of diligence, and that there being no delay attributable to the master or crew, or except what was occasioned by the custom of the port, the shipowner was not entitled to damages by way of demurrage.

The appeal was from a judgment condemning the appellants to pay the sum of £850 stg., for seventeen days' demurrage, at the rate of £50 stg. per day. See *Dunkerly v. Lord et al.*, 3 Legal News, p. 170, for judgment of the Court below in a similar case.

The circumstances which led to the action were as follows:—The respondents, in June,