of laughter," is of itself proof that she is not a woman whom any man ought to be compelled to marry. The action, in fact, answers itself. It should be said, "Your presence here is proof positive that you had no true womanly feelings to be outraged, and therefore you have incurred no damage."

There is, of course, one shape which this action may assume that would entitle the plaintiff to compensation: where advantage has been taken of the engagement for the purpose of seduction. But even in such cases the wrong is the seduction, and that is the proper form of the action, the engagement being an aggravation of the damages.

As a matter of fact, nine-tenths of the actions for breach of promise of marriage are purely mercenary. The woman has first deliberately set a trap for the man, and caught him, as designing mothers and clever daughters know so well how; and it is a matter of calculation that the victim must be bled somehow. If he marries, his whole fortune is captured; if he recovers his senses and escapes, then a good slice of it: this latter is the event most desired, and (not unfrequently) the woman would herself have broken it off, if the man had proved more faithful than she had hoped.

How juries having a knowledge of the world can award the outrageous damages they so often give in cases where forty shillings would exceed the plaintiff's deserts, is one of those mysteries of the jury-box which the lawyers, who are excluded from that sage tribunal, are wholly unable to explain. Perhaps if the hint we published recently from one of the briefless, that he and his brethren might do useful duty as special jurymen, should be hereafter adopted, we may hope to learn something of the manner in which jurymen argue and form their judgments and arrive at verdicts. As it is, we can only urge upon the counsel for the defence in these cases, to substitute for feeble jests an earnest appeal to the common sense of the jury, and upon the Judge to give it effect, after the manner of Baron Bramwell, and perhaps some of us may yet live to see a rational view of this action accepted and adopted by juries. —*Law Times.*

TELEGRAMS.

Vice-Chancellor Giffard has held in *Coupland* v. *Arrowsmith*, 18 L. T. Rep. N. S. 755 that a telegram is admissable in evidence as a letter, if it be properly authenticated. It was objected that, as an advertisement was inadmissible as not being under the signature or in the hand-writing of the party, so also should be a telegram, which is neither written nor signed by the sender. But it was answered that a telegram is a message by A. to B.; unlike an advertisement, which is a general notice, it differs from a letter only in this, that the sender writes it by the hand of the telegraph clerk, as he might write a letter by his secretary. But it must be authenticated, of course.

The question, therefore, arises, what is a sufficient authentication of a telegram?

To answer this, let us see what is required to be proved. It is that the message came from B. the alleged sender of it. The written instructions for messages are, we believe preserved at the telegraph offices. The first step will be to procure this document, and ascertain by whom it was written. If by B. himself, the production of it, with proof of handwriting, will suffice; but if written by another, that other must be found, and his authority, and so backward until it is traced to B. But if, as must frequently happen, it is impossible to ascertain whose hand wrote the message, or who brought it, there remain only two courses; either to call B. himself to prove it, and when in the box he is so for all purposes—or to connect him with the telegram by other evidence; as the recognition of its contents by answers and replies, or by acts done in pursuance of, or in connection with, it. Manifestly, a telegram could not be proved merely by its production; but then it may and ought to be proposed for admission by the other party, refusing which, he would be charged with the costs of proof.

If the telegram instruction paper cannot be found, its loss should be proved by the clerk at the office who had the custody of it, and has made search for it, and then secondary evidence of it may be given by the telegraph clerk by whom the message was transmitted, who must prove that the message delivered was that sent.

As telegrams come more into use, this question of their admissibility in evidence, and the manner of proving them, becomes more important; therefore we have invited attention to it in the hope that some ingenious reader may suggest some means by which evidence of so much value may be better preserved and proved that it can be by the present arrangements.—*Law Times.*

The connection between "cheap" and "nasty," from the legal point of view, was illustrated in a case, *Anthony* v. *Bentley and another*, at the Lambeth County Court on Wednesday. It appears that the defendants, a couple of spinster ladies, had a brother in the last stage of consumption. He was possessed of a little property, including a lease or two, which he wished to make over in some way or other, he did not know how, to his sisters. A solicitor to whom he applied advised him to make a will in their favour. On being asked what the costs would be, the solicitor said, about £4. The brother thought that a large sum and declined to do anything then; he would think about it. He thought a deed of gift would be done cheaper; it would save probate and other duties, and charges, which he had a great dislike to paying. After a time he sent for a neighbour, who found him *in extremis*. He wished then to make the long delayed disposition of his property. The