

CONTRACT—OFFER BY ADVERTISEMENT—PERFORMANCE OF ADVERTISED CONDITIONS
—WAGER—INSURANCE.

In *Carlill v. Carbolic Smoke Ball Co.*, (1893) 1 Q.B. 256, the Court of Appeal (Lindley, Bowen, and Smith, L.JJ.) have affirmed the decision of Hawkins, J., (1892) 2 Q.B. 484, (noted *ante* vol. 28, p. 518). It may be remembered that the defendants had advertised that they would pay to any purchaser of one of their smoke balls £100 if he should catch the influenza after using it three times daily for two weeks. The plaintiff purchased and used one of the balls, but, notwithstanding, contracted influenza, and claimed now to recover the £100. Hawkins, J., gave judgment for the plaintiff, which judgment the Court of Appeal affirmed. The Court of Appeal were unanimous that the offer made by the advertisement constituted a valid and binding contract on any of the public who chose to accept the terms proposed; that the user of the ball for three weeks, as stipulated, constituted a sufficient consideration for the defendant's promise; that a person fulfilling the condition becomes a *persona designata* within the contract; that it was not necessary to notify the defendants of the acceptance of their offer; and that the performance of the proposed conditions was a sufficient acceptance. We see by the English newspapers that the defendants are not deterred by the result of this action and now offer £200, but have taken the precaution to surround the offer with more stringent conditions.

PRACTICE—SPECIALLY INDORSED WRIT—BILL OF EXCHANGE—CLAIM FOR "BANK CHARGES."

In *Dando v. Boden*, (1893) 1 Q.B. 318, a Divisional Court (Day and Collins, JJ.) held that where to an indorsement on a writ of a claim on a bill of exchange, there is added a claim for "bank charges," that that is tantamount to a claim for the expenses of noting, and that therefore it was properly the subject of a special indorsement.

CRIMINAL LAW—CARNAL KNOWLEDGE OF FEMALE UNDER THIRTEEN BY BOY UNDER FOURTEEN—INDECENT ASSAULT—48 & 49 VICT., c. 69, ss. 4, 9—(R.S.C., c. 162, s. 39—CRIMINAL CODE, 1892, s. 269).

In *The Queen v. Williams*, (1893) 1 Q.B. 320, a case was stated for the opinion of the court by Wright, J., whether a boy under fourteen, indicted for carnally knowing a girl under thirteen, though entitled to be acquitted of that offence, could nevertheless