pamphlet which reflected on the conduct of S., also a member of the club, to S. at his official address, such pamphlet being inclosed in a cover on which was printed "Dishonorable conduct of S." This being brought to the attention of the committee, they called upon D. to resign, being of opinion that his conduct was injurious to the character and interests of the club. D. not having resigned, a general meeting was duly called, at which the requisite majority voted in favor of his expulsion. On an action by D. to restrain the committee from excluding him from the club, *held*, that the court had no right to interfere with the decisions of clubs with regard to their members except in the following cases: first, if the decision arrived at was contrary to natural justice, such as the member complained of not having an opportunity of explaining his conduct; secondly, if the rules of the club had not been observed; thirdly, if the action of the club was malicious and not *bona fide*. The plaintiff having had an opportunity of explanation, the rules having been duly observed, and the action of the club having been exercised *bona fide* and without malice, the judgment of Jessel, M. R., dismissing the action (41 L. T. Rep. [N. S.] 490) was affirmed. *Semble*, that even if the decision of the club had been erroneous, but given *bona fide* and in accordance with the rules, the court would not have interfered. Cases cited, Labouchere v. Earl of Wharncliffe, 13 Ch. Div. 346; Induwick v. Snell, 2 Mac. & G. 216, 221. Ct. of App., Feb. 1, 1881. *Dawkins* v. *Antrobus*. Opinions by James, Brett and Cotton, L. JJ., 44 L. T. Rep. (N. S.) 557.

Will—Mutilation—Presumption of revocation.—Will found after death with signature and attestation clause cut off and folded inside the will. No other evidence of intention. *Held*, that this was a sufficient evidence of an *animus revocandi*. Bell v. Fothergill, L. R., 2 P. & D. 148, followed with reluctance. Probate, etc., Div., March 23, 1881. *Magnesi* v. *Hazelton*. Opinion by Sir Jas. Hannen, 44 L. T. Rep. (N. S.) 586.

Conditional Sale — Sale of horse on trial —Death of horse before trial.—The plaintiff sold a horse to the defendant upon a condition that the horse should be tried by the defendant for eight days, and returned by him at the end of that time if he did not think it suitable for his purposes. The horse died within such eight days without fault of either party. *Held* (by Denman, J.), that there was no absolute sale at the time of the horse's death, and therefore that the plaintiff could not recover the price.—*Elphick* v. *Barnes*, 49 L. J. Rep. Q. B. 698.

Insurance—Fire Policy—Loss occasioned by the felonious act of the wife of the assured—Rights of the insurer.—An insurance company granted a fire policy to S., and during the currency of the policy S 's wife feloniously burnt the property insured. The company, not admitting any claim on the policy, brought an action against S. and his wife for the damage done by the act of the wife. *Held*, first, that the action could not be maintained, as the insurer has no rights other than those of his assured, and can enforce those only in his name and after admitting the claim on the policy. Secondly, that the action for the felony if it were maintainable was maintainable without showing that the felon had been prosecuted. *Semble*, that a felonious burning by the wife of the assured, without his privity, is covered by the ordinary fire policy. Cases referred to, Simpson v. Burrill, L. R., 3 App. Cas. 276; Randall v. Cockran, 1 Ves. Sen. 98; North of England Ins. As. v. Armstrong, L. R., 5 Q.B. 244; Stewart v. Greenock Mar. Ins. Co. L. R., 2 H. L. Cas. 157; Davidson v. Case, 8 Price, 542; Mason v. Sainsbury, 3 Doug. 61; Yates v. Whyte, 4 Bing. N. C. 272; Higgins v. Butcher, Yelv. 89; S. C., Noy. 82; Markham v. Cobbe, Sir W. Jones, 147; S. C., Noy. 82; Dawkes v. Coveneigh, Sty. 346; 1 Hale's P. C. 546; Hudson v. Lee, Rep. 43*a*; Crosby v. Leng, 12 East, 409; Lutterell v. Reynell, 1 Mod. 282; Gimson v. Woodfull, 2 C. & P. 41; White v. Spettigue, 13 M. & W. 603; Stone v. Marsh, 6 B. & C. 551; Wellock v. Constantine, 2 H. & C. 146; Wells v. Abrahams, L. R., 7 Q. B. 554; *Ex parte* Ball, L.R., 10 Ch. D. 667. Q. B. Div., March 23, 1881. *Midland Insurance Co.* v. *Smith*. Opinion by Watkin Williams, J., L.R., 6 Q. B. D. 561.

GENERAL NOTES.

By an act approved recently, the salary of the Chief Justice of the Supreme Court of Pennsylvania was fixed at $8,500 per annum, and that of each of the associate judges at $8,000.