

out the leave of the court. When the action is for a penalty, or sum in the nature of a penalty, other than a penalty in respect of any contract, it shall not be necessary to prove that the absence of the defendant from England will materially prejudice the plaintiff in the prosecution of his action, and the security given (instead of being that the defendant will not go out of England) shall be to the effect that any sum recovered against the defendant in the action shall be paid, or that the defendant shall be rendered to prison." On Saturday the number of prisoners was 30, of which 21 were committants from county courts. When the new act came into force there were 134 inmates.—*The Law Journal*.

DISSOLUTION OF CONTRACT BY DEATH.

MASTER AND SERVANT.

Farrow v. Wilson, C.P., 18 W. R. 43.

The short point decided in this case is that the contract of service between a master and servant is put an end to by the death of the master. The general rule on the subject is laid down in the judgment of the court—viz., "that the death of either party puts an end to such contract for personal service unless there is a stipulation express or implied to the contrary."

The principle of the decision is not new, but has been frequently recognised before, as, for instance, in *Boast v. Firth* (17 W. R. 29), where a covenant of service in an apprenticeship deed was held subject to the implied condition that the apprentice should be in a state of ability to perform the covenant, and it was held that the illness of the apprentice was an answer to an action on the covenant. To the same effect also are the cases *Taylor v. Caldwell* (11 W. R. 726), and *Tusher v. Shepherd* (9 W. R. 476).

The precise point in question in *Farrow v. Wilson* seems, however, not to have been before decided.—*The Solicitors' Journal & Reporter*.

We are exceedingly glad to observe that the following notice has been posted in the Worship Street Police Court:—

"On and after January 1, 1870, no person will be permitted in any way to practise at this court except those entitled by law to do so, viz.: 1. Barristers-at-law; 2. Attorneys or solicitors; 3. Persons specially authorised by statute to conduct certain cases before magistrates. But the *articled* clerk to an attorney or solicitor will be allowed to represent his principal upon producing a written request that he may be permitted to do so, and upon his satisfying the presiding magistrate that the absence of such attorney or solicitor is unavoidable. This rule will be strictly adhered to.

(Signed) C. E. ELLISON, } Magistrates.
R. M. NEWTON. }

This step deserves to be followed in all the police courts. The Worship Street magis-

trates deserve praise for having thus rid their court of those disreputable and very undesirable advocates who infest police courts, "touting" for leave to appear.—*The Solicitors' Journal & Reporter*.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

ILLEGAL CONTRACT.—Property pledged to the keeper of a brothel to secure payment for wine, &c., consumed in a debauch in said brothel, cannot be recovered by the pledgor of the pledgee.—*Taylor v. Chester*, L. R. 4 Q. B. 309.

INSURANCE—1. Meat shipped at Hamburg for London was delayed on the voyage by tempestuous weather, and solely by reason of such delay became putrid, and was necessarily thrown overboard at sea. *Held*, not a loss by perils of the sea, or within the words "all other perils, losses, and misfortunes," &c., in a policy of insurance on said meat.—*Taylor v. Dunbar*, L. R. 4 C. P. 206.

2. An assurance company lent W. £1000 on a mortgage for that sum and on a policy on his life for the same amount, which he effected with them for the purpose. The policy contained a condition, that if W. should die by his own hands, &c., it should be void, "except to the extent of any *bona fide* interest therein which, at the time of such death, should be vested in any other person . . . for a sufficient pecuniary or other consideration." W. committed suicide while insane, the policy being still in the hands of the company. *Held*, that the company came within the above exception to the condition, and that the policy was valid to the extent of the debt to them. The mortgage was ordered to be re-assigned.—*White v. British Empire Mutual Life Assurance Co.*, L. R. 7 Eq. 394.

LIBEL—1. At a meeting of a board of guardians at which reporters were present, a member, E., said "he hoped the local press would take notice of this (the plaintiff's) very scandalous case," and requested the chairman, P., to give an outline of it. P. did so, and said, "I am glad gentlemen of the press are in the room, and I hope they will take notice of it." There was other language to the same effect. A correct but condensed summary of the proceedings, containing remarks defamatory of the plaintiff, which were made at the meeting, was afterwards published in two local newspapers. *Held* (Exch. Ch. per KEATING, MONTAGUE SMITH, & HANNEN, JJ.,