

SALE—BUILDING MATERIALS.—The words "building materials" in a contract of sale of material to be removed from a certain lot of ground do not include fixtures and appliances contained in the building for supplying heat, for lighting by gas, and for the distribution of water.—*Labbe v. Francis*, Montreal, L.R., 7 S.C.

CHINESE EXCLUSION ACT—DEPORTATION.—Where a Chinese person has been convicted of being unlawfully in the United States, and the evidence shows that he entered the United States from Canada, after having been in that country for a time, he must be returned to Canada, under the act which provides that such person shall be removed to "the country whence he came." *In re Mah Wong Gee*, U.S.D.C. (Vt.), 47 Fed. Rep. 433.

PROFESSIONAL CIPHER.—The practice has often been exposed of sending to young lawyers, for collection, claims which have been given up by older practitioners and even the most indefatigable dunning agencies. It betokens a touching faith in the power of mere youth on the part of the creditors, but the custom is rather hard on the young attorney. We have often thought that some private professional cipher might be agreed on which, if found imprinted on a venerable but not quite outlawed promissory note, would save any attorney into whose hands it came from squandering energy over it.—*N. Y. Law Journal*.

MARRIAGE LAWS.—THE CANADA LAW JOURNAL for June 1st contains an interesting letter from a resident in the North West Territories, which declares that: "An important question which is likely to engage the attention of jurists in the near future is the legitimacy of so-called marriages solemnized after the Indian customs of our aborigines." With the natives, it seems, "it is a marriage in good faith; but "the wily white man does not so regard it," and is constantly "attempting to repudiate his so-called wife and legally contract another marriage." This state of things probably is not unlike the state of things in Burmah, where the union of an Englishman and a Burmese woman is (or used to be) of very frequent occurrence. The validity of marriages of the kind was fully considered in *Bethell v. Hildyard*, L.R., 38 Ch. Div., 220, where a marriage had taken place in Bechuana land between an Englishman and a Bechuana woman, in Bechuana fashion. This marriage was pronounced to be invalid, on the ground that a marriage of the kind, performed in a foreign country, is not a valid marriage according to the law of England unless it be formed on the same basis as marriages throughout Christendom, and be in its essence "the voluntary union for life of one man and one woman to the exclusion of all others."—*Indian Jurist*.

TAVERN-KEEPER'S VOLUNTARY SUBMISSION TO A POPULAR VOTE.—*The Law Journal* relates that "a very odd, probably unique, proceeding has just been witnessed in a Westmoreland village, near Kendal. Most businesses,