

of the ship insured which they would have had if no compromise had been effected.

CRIMINAL LAW—FIRST DISCLOSURE OF CRIMINAL ACT BY ACCUSED IN CROSS-EXAMINATION AS A VOLUNTARY WITNESS IN COURT PROCEEDING — PROTECTION FROM PROSECUTION — LARCENY ACT, 1861 (24-25 VICT. c. 96), s. 85—(CANADA EVIDENCE ACT (R.S.C. c. 145), s. 5.)

*The King v. Noel* (1914), 3 K.B. 848. By the Larceny Act, 1861, s. 85, a person is exempt from prosecution for larceny if, previously to being charged with the offence, the accused shall have first disclosed such act on oath in consequence of any compulsory process of any Court of Law or Equity. In the present case the offence charged was first disclosed by the cross-examination of the accused as a voluntary witness in a civil proceeding, without any objection on his part; and the Court of Criminal Appeal (Ridley, Coleridge and Scrutton, JJ.) held that this disclosure had not been made in consequence of "any compulsory process" within the meaning of the Act, and consequently that the defendant was not exempt from prosecution: see the Canada Evidence Act (R.S.C. c. 145), s. 5.

PROMISSORY NOTE—NOTE GIVEN FOR GOODS SUPPLIED TO MAKERS OF NOTE—SURETY—ORAL CONTEMPORANEOUS AGREEMENT IN DEFEASANCE OF PROMISSORY NOTE—EVIDENCE.

*Hitchings & Coulthurst Co. v. Northern Leather Co.* (1914), 3 K.B. 907. This was an action against the makers and indorser of a promissory note. The note was given for goods supplied by the plaintiffs to the makers. The indorser set up that he made a contemporaneous oral agreement with the plaintiffs to the effect that if the goods supplied were not equal to sample he was not to be called upon to pay the note. Paillache, J., who tried the action, held that the agreement, not being in writing, was invalid, and evidence of it therefore inadmissible.