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DIARY FOR MARCH.

- 17. Fri. . . . St. Patrick's Day.
- 18. Sat. . . . Princess Louise born, 1843.
- 19. Sun. . . . 4th Sunday in Lent.
- 23. Thur. . . . Sir George Arthur, Lieut.-Gov., U.C., 1838.
- 26. Sun. . . . 5th Sunday in Lent.
- 28. Tue. . . . Canada ceded to France, 1632.
- 29. Wed. . . . The Wills Act assented to, 1873.
- 30. Thur. . . . B. N. A. Act assented to, 1867.
- 31. Fri. . . . Lord Metcalfe, Gov. Gen., 1834.

TORONTO, MARCH 15, 1882.

THE *Albany Law Journal*, in graceful language, rejoices that, "the good and gracious lady who nominally rules the British Empire, has escaped the hand of the assassin." It is, indeed, a subject of deep gratitude and the kind wishes of our most able contemporary are fully appreciated. The word "nominally," however, is much less appropriate than might be generally supposed. The power and influence of a sovereign, who, though strictly constitutional in her acts, is beloved by a people, enjoying the freest government in the world, both for her private virtues and her patriotism, and who is *always* in office and personally conversant with all state matters, and has "kept the run of them" for so many years, is practically enormous.

The *Journal* concludes by saying that they "will watch the proceedings with a curious interest, to see if the British bench and bar can improve upon our dealing with Guiteau." We trust they will have no cause of complaint. The extraordinary scenes that took place on the occasion of the trial alluded to, seem to us to have been in the main an outcome of the instincts, habits, and institutions of a Republic, built up rapidly from a number of different races. But though there is the extravagance of expression, and the self assertion appertaining to strong youth in the great na-

tion that we are proud to call our kinsman, its heart is right, and its head is more "level" than the occasional froth on the surface might sometimes seem to indicate.

WE are glad to see the Library Committee have anticipated the suggestion in our last number, and have purchased not only the digest of the *American Law Register*, which we there referred to, but the whole series of volumes from the commencement. There can be no doubt that this new acquisition will be found a most valuable source of information, especially on points arising in connection with corporation law. In the January number, for example, is contained a full report of a recent case in Missouri, where it was held that a verbal agreement to insure is binding, and may be specifically enforced. To this are appended a series of notes, in which the writer observes that since *Warren v. Ocean Ins. Co.*, 16 Me. 439, where a waiver of forfeiture, irregularly endorsed by the company's agent upon the policy, was declared binding as a parol agreement, though the usual fee had not been paid,—the validity of a parol insurance has been so frequently and uniformly affirmed, that it may well be pronounced the undoubted American doctrine. He cites *Jones v. Prov. Ins. Co.*, 16 U. C. R., as showing that with us the insured cannot sue at law directly for the amount of the loss, upon a parol contract; his only remedy is in equity, or, perhaps, an action at law for the delivery of the policy. Again, in the same number is discussed in a similar manner the character of a certificate of stock, accompanied by a bill of sale and power, in the hands of a *bona fide* purchaser for value, the stock remaining untransferred upon the books of the company. It is certainly a question whether the plan