was examined, and while still in the custody of the company, a part of the baggage disappeared. The loss was discovered within twenty-four hours of the arrival of the steamship. The majority of the court (Lacoste, C.J., Hall and Wurtell, JJ.), affirming the judgment of Pagnuelo, J. (M.L.R., 6 S.C. 388), held that passengers are entitled to a reasonable delay after a vessel arrives in port before they can be required to remove their baggage, and until this time has expired that the carrier is responsible for its safe-keeping under the contract of carriage, and not as a gratuitous bailee only. It was also held that twenty-four hours is a reasonable delay. In another case in the same court, *Canadian Pacific R.W.Co.* v. *Pellant*, an appeal from the same judge (M.L.R., 7 S.C. 131), where a passenger travelling by rail did not remove her baggage on arriving at her destination, but waited until the following day to do so, it was held that such a delay upon her part was reasonable, and that she was entitled to recover the value of articles lost during that period.

INSANITY AS AFFECTING CONTRACTS.—The case of the *Imperial Loan Company* v. *Stone*, 61 Law J. Rep. Q.B. 449, involved questions of the greatest importance as to the effect upon a contract of the insanity of one of the contracting parties. The action was brought by the plaintiffs, as payees of a joint and several promissory note made by the defendant, to recover a balance due upon the note, which had been signed by the defendant as surety. The defendant, defended by his committee and by his defence, alleged that at the time he made the note he was of unsound mind and incapable of understanding the same, as the plaintiffs well knew. At the trial the jury found that at the time of making the note the defendant was insane and incapable of understanding what he was doing, but they were unable to agree as to whether the plaintiffs at the time knew of the defendant's insanity. Upon these findings, Mr. Justice Denman entered judgment for the defendant. The plaintiffs having appealed, it was contended that unsoundness of mind was no defence to an action upon a contract unless at the time the contract was made the other contracting party knew of the unsoundness of mind; and, further, that the burden of proving both the insanity and the knowledge lay upon the party seeking to avoid the contract. In support of the first contention, the case of *Molton* v. *Camroux* (4 Ex. Rep. 17; 18 Law J. Rep. Ex. 356) was relied upon. In that case a lunatic had purchased certain life annuities of a society which at the time had no knowledge of his unsoundness of mind, the transaction being in the ordinary course, and fair and *bonâ fide* on the part of the society. The Court of Exchequer Chamber held that, after the death of the lunatic, his personal representatives could not recover back the premiums paid for the annuities. Mr. Justice Patteson, who delivered the judgment of the court, pointed out that modern cases had qualified the old doctrine that a man could not set up his own lunacy, and had enabled a party to a contract or his representatives to show that he was so insane as not to know what he was about when he entered into it; but the learned judge added that the authorities showed that, when that state of mind was unknown to the other contracting party, and no advantage was taken of the lunatic, the defence could