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CRIMINAL LEGISLATION.

In the case of *Regina* v. *Smith*, Mr. Justice Ramsay directs attention to what he considers an oversight in the Statute respecting offences against the person, 32-33 Vic., cap. 20, sec. 25. The Canadian Statute follows the terms of the English Act, but instead of confining the enumeration to masters and mistresses, "husbands, "parents, guardians, committees and nurses" are included in the list of those who are guilty of a misdemeanor, if they wilfully and without lawful excuse refuse or neglect to provide necessary food, clothing or lodging for the wife, child, ward, lunatic, etc., for whom they are legally liable to provide. The Canadian Statute then proceeds to copy the English section without repeating this enumeration in the latter portion; and the clause respecting endangering life or impairing health is not made to apply to any but masters and mistresses. A husband having been convicted under this section of refusing to provide his wife with necessary food, the Court reserved the questions: 1st. Whether the capacity of providing on the part of the defendant should have been alleged. 2nd. Whether the neglect or refusal to provide for his wife should have been alleged to be of a nature to endanger her life, or to permanently injure her health.

The Court of Queen's Bench, in deciding the points reserved, were unanimously of opinion that the terms of our Statute are too positive to be disregarded, but the extension of the offence to the persons enumerated, as well as the change in the nature of the offence caused by the interpolation, was criticized by Mr. Justice Ramsay, and the necessity of caution on the part of those who have to give effect to the law was pointed out.

CHAMPERTY.

The *Albany Law Journal* reviews several recent American decisions on the subject of champerty, and as the attention of the profession in Canada has been directed to this question by the case of *Dorion & Brown*, it may be worth while to notice some of the cases referred to.

In New York State, the most important decision is *Coughlin* v. *N. Y. Central & H. R. R. Co.*, 71 N. Y. 443, in which it was held that an attorney may stipulate with his client for an agreed compensation, and make it absolute or contingent, but he cannot advance the money needed to carry on a prosecution as an inducement to the placing of a claim in his hands for prosecution. This decision was based upon a statutory enactment of New York State, prohibiting attorneys from buying claims for prosecution, and from lending or advancing means for the purpose of inducing a party to place a claim in their hands for collection.

The Supreme Court of Iowa, in *Adye* v. *Hanna*, 47 Iowa, 264, held that an agreement by an attorney to pay any judgment that should be finally rendered against his client in a certain suit, in consideration that the latter would appeal the case and pay the attorney a fee for conducting the same, was void as against public policy, and could not be enforced by either attorney or client.

On the other hand, the Supreme Court of New Jersey, in *Schomp* v. *Schenck*, 40 N. J. L. R. 195, sustained an agreement by which an attorney undertook to set aside a will for a client, on the condition of getting five per cent of the recovery, in case of success, and his expenses in case of defeat. And in *Duke* v. *Harper*, 66 Mo. 51, the Court held that in Missouri champertous contracts are void; but a contract between attorney and client is not champertous, because the attorney agrees to receive, as a compensation for his services, a portion of the property in controversy. Bouvier defines champerty: "A bargain with a plaintiff "or defendant, *campum partire*, to divide the "land or other matter sued for between them, "if they prevail at law, the champertor under-"taking to carry on the suit at his own expense. "This offence differs from maintenance in this, "that in the latter the person assisting the "suitor receives no benefit, while in the former "he receives one-half or other portion of the "thing sued for."