The Legal News.

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The Supreme Court of the United States, on the 7th of March, affirmed the decision in *Accident Insurance Co. of N.A.* v. *Crandal*, reported in 9 Leg. News, 137, 138. The law is thus laid down that an insurance against "bodily injuries, effected through external, accidental and violent means," and occasioning death or complete disability to do business, and conditioned not to "extend to death or disability which may have been caused wholly or in part by bodily infirmities or disease, or by suicide or self-inflicted injuries," covers a death by hanging oneself while insane. We shall give a report of the case in another issue.

The London *Law Times*, referring to the second reading in the House of Lords of Lord Bramwell's bill to enable prisoners, and the husbands and wives of prisoners, to give evidence on their trial, says:—"We wish the measure all success, for although it will no doubt work unfavorably to criminals as a class, we feel convinced that it will be a boon to innocent persons, and aid materially in unravelling mysteries in which innocent persons are charged with crime. The fifth clause of the bill, to which Lord Esher objects, provides that a prisoner shall not be cross-examined as to any previous convictions. But we fail to appreciate Lord Esher's objection. Evidence from the dock under any circumstances would always be received by a jury with reserve, but the admission by a prisoner of a previous conviction would in nine cases out of ten ruin his chance of acquittal, and completely defeat the object of the act. A prisoner, although innocent of the immediate crime charged against him, would hesitate to give evidence, however important his evidence to his case might be, if he knew that he ran the risk of having to admit a previous conviction."

The Supreme Court of Kansas, in *Union Pacific R. R. Co.* v. *Beatty*, gave their decision in a way which hardly seems fair to the physician who was plaintiff. The question was of considerable interest. A passenger train was thrown from the track by a tornado, and a number of employees and passengers were injured. The division superintendent of the company had ordered the injured persons to be taken into town and to be treated by a certain physician at the company's expense. The physician presented his bill to the company, for services and medicines, for $250, which the general superintendent rejected on the ground that the company was not in fault for the accident, and that he was not employed by the company to attend the injured passengers. He brought suit and recovered judgment, and the railroad company appealed the case. The Supreme Court held, that where passengers are injured through no fault of the company, a contract made by the division superintendent with a physician to give these persons medical attendance and supplies will not be enforced against the company; he is not authorized to bind the company; and that the company in cases where injury to a passenger resulted from unavoidable accident without any fault or negligence on its part, is not responsible for the injuries sustained.

SUPERIOR COURT.

SHERBROOKE, Feb. 28, 1887.

Before BROOKS, J.

MACKENZIE et vir v. WILSON, and MACDONALD et al., and BERNARD, *mis en cause*.

Lessor and Lessee—Prohibition to sublet—C. C. 1638—Waste—Resiliation.

HELD:—*That the clause in a lease providing that the tenant shall not sub-let without the consent of the lessor being first obtained in writing, must be strictly observed.*

PER CURIAM.—This was an action under the Lessor and Lessees Act, accompanied by an attachment *par droit de suite*.

The plaintiffs set up a written lease, *sous seing privé*, of a house and farm of about 30 acres, in the township of Melbourne, from May 1st, 1886, to May 1st, 1887, for the rental of $175.00, payable quarterly, with prohibition