

which he had already earned. But even in the case of monthly or weekly payments of wages, the habits and tendencies of agricultural labourers are such as to make it easy to trace these men. They have either fathers and mothers, or wives, families, or sweethearts. They almost always work round in districts, are in fact localized, and are sure to reappear sooner or later near their own neighbourhood and belongings. But supposing a man without incumbrances were to abscond entirely, leaving his contract unfulfilled, it would be at least as easy to follow him with a summons to appear before a civil tribunal, which he would disregard at his peril, as with a warrant on a criminal charge. It would not be difficult to make such an alteration as to secure a more equal justice to both parties affected by this law. Some civil process might be devised to enable the master to obtain from his defaulting workman compensation for loss sustained by the servant's wilful default, with full power to the court taking cognizance of the matter to secure the payment of such compensation, by compelling security to be given, or by awarding imprisonment if the damages ordered are not paid immediately on the sentence of the court being pronounced. Power might also advisably be conferred on the same jurisdiction for enforcing the fulfilment of the original contract. It is not creditable to us as a nation that we should continue to retain a statute by which a harsh or arbitrary master with the aid of an injudicious bench should be able to punish his servant for refusing or evading the performance of a civil contract—first, by imprisonment for three months; secondly, by corporal chastisement with the lash; thirdly, by fining him of his wages; and fourthly, by compelling him to fulfil his contract after having suffered his imprisonment, and all this by summary conviction and without appeal. To amend this law would be to redress a substantial grievance of the working classes; the alteration would, it is probable, be well received by the public, and it would certainly be accepted with satisfaction by those in whose hands the administration of the law is vested, and who now find themselves compelled, often unwillingly, to comply with provisions of unnecessary severity.—*Pall Mall Gazette*.

### SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

#### NOTES OF NEW DECISIONS AND LEADING CASES.

**INSURANCE—POLICY AND APPLICATION—CONSTRUCTION OF.**—Plaintiff insured with defendants \$3,400, of which \$1,000 was on his tannery and \$500 on the machinery in it, on an application valuing the tannery and fixtures at \$1,000, which was said to be the two-thirds of the actual value, but agreeing that in case of loss defendants should only be liable as if they had insured two-thirds

of the actual cash value, anything in the policy or application notwithstanding. The application was referred to in the policy as forming part of it, and stated the promise to be to pay all losses or damage not exceeding the said sum of \$3,400. The said losses or damage to be estimated according to the true and actual value of the property at the time the same should happen. The building and machinery having been destroyed by fire, the jury found the total cash value of the former to be \$1,050, and of the latter \$750.

*Held*, that the plaintiff was entitled to recover only two-thirds of these sums.—*Williamson v. The Gore District Mutual Fire Insurance Company*. 26 U. C. Q. B. 145.

**INSURABLE INTEREST—C. S. U. C. CH. 93, SEC 53.**—Plaintiffs insured with defendants a house in his possession, which he had purchased, with the land on which it stood, as part of lot A., but which was afterwards found to be upon the adjoining lot, B., having been built there in consequence of an unskilful survey. The house having been burned, it was objected that having no title to the land he had no insurable interest; but

*Held*, otherwise, for under C. S. U. C., ch. 93, sec. 53, he had a right either to the value of his improvements or to purchase at the value of the land.

*Quere*, whether an insurance company with whom the actual owner of a house, without fraud or wilful misrepresentation, effects an insurance thereon, can set up the legal title of a stranger to the land on which the house stands, as a defence against the claim of the assured.—*Stevenson v. The London and Lancashire Fire Insurance Company*, 26 U. C. Q. B. 148.

**RAILWAYS.**—In actions by passengers for personal injuries sustained by them, in consequence of the negligence of the passenger-carrier, plaintiffs are entitled to recover pecuniary compensation for pain suffered; and juries in assessing damages, may consider that as an element.

On the question, What damages should be given for physical pain suffered? the instruction to the jury that they must exercise their own discretion, governed by their sense of justice and right, taking care not to indulge in their imagination or sympathies, so as to be led into an unjust or oppressive assessment, was entirely proper.—*Pennsylvania Railway Co. v. Allen*.—*Pittsburgh (U. S.) Legal Journal*, Jan. 21, 1867.

It is no defence to an action by a passenger against a carrier to recover damages for an injury sustained through the carrier's negligence, that the negligence or trespass of a third party contributed to the injury, although such third party