

CRIMINAL LAW—MURDER—PROVOCATION NECESSARY TO CONSTITUTE MANSLAUGHTER—ACCUSED SANE BUT HOT TEMPERED AND SENSITIVE, WITH DEFECTIVE SELF CONTROL AND WANT OF MENTAL BALANCE.

*The King v. Lesbini* (1914) 3 K.B. 1115. In this case the prisoner was convicted of murder in the following circumstances. He went into a shooting gallery in charge of a girl, who made a jesting remark to him which he resented. She then invited him to take some shots, to which he agreed, and she then said, "It just shews what sort of temper he has, it is soon over," and she opened a case and took out a revolver which she loaded for the prisoner and laid it on the counter for him. The prisoner took it up and pointed it at the target, but turning round he went in front of the girl and said, "Now I've got you," and levelled it at her. She screamed out, "Oh, please don't, don't!" and ran away. The prisoner followed and discharged the revolver at her, inflicting a wound from which she died. It appeared that the prisoner had little self control and was wanting in mental balance. The prisoner was convicted of murder, and the question raised before the Court of Criminal Appeal (Lord Reading, C.J., and Avory and Lush, JJ.) was whether the evidence disclosed a sufficient case of provocation as to reduce the crime to manslaughter. The Court agreed with the judgment of Darling, J., in *Rex v. Alexander*, 9 Cr. App. R. 139, and with the principles enunciated in *Regina v. Welsh*, 11 Cox 338, where it is said "there must exist such an amount of provocation as would be excited by the circumstances in the mind of a reasonable man and so as to lead the jury to ascribe the act to the influence of that passion." The Court rejected the view that it ought to take into account the different degrees of mental ability of the prisoners who come before it, and if one man's mental ability is less than another's to find that the provocation may be sufficient in his case which would not be sufficient if he were a reasonable man. The conviction was therefore affirmed.

MARINE INSURANCE—CONCEALMENT OF MATERIAL FACT—INNOCENT MISTAKE AS TO MATERIALITY—"HELD COVERED" CLAUSE IN POLICY.

*Hewitt v. Wilson* (1914) 3 K.B. 1131. This was an action on a policy of marine insurance, which contained the clause: "In the event of deviation being made from the voyage hereby insured, or of any incorrect definition of the interest insured, it is agreed to hold the assured covered at a premium (if any) to be arranged."