

*Procedure in criminal cases—Writ of error—R. S.C. Ch. 174, S. 265.*

*Held:*—That the issue of a writ of error will interrupt a sentence which has been partially undergone before the issue of the writ, and in such case, where the offence is a misdemeanor, the prisoner may be admitted to bail. — *Ex parte Woods*, in Chambers, Cross, J., Oct. 14, 1891.

### COURT OF APPEAL.

LONDON, Dec. 8, 1891.

*Before* LORD ESHER, M.R., FRY, L.J., LOPES, L.J.  
CLEAVER ET AL V. THE MUTUAL RESERVE FUND  
ASSOCIATION. (26 L.J.N.C.).

*Insurance—Policy on life of husband for benefit of wife—Death of husband caused by felonious act of wife—Conviction for murder—Right of husband's executors to sum insured—Right of assignee of wife's interest—Public policy.*

Appeal from a judgment of the Queen's Bench Division upon questions of law raised upon the pleadings (reported 60 Law J. Rep. Q. B. 672).

In October, 1888, James Maybrick effected an insurance on his life with the defendants for 2,000*l*, in favour of his wife, Florence E. Maybrick, and by his will, dated April 25, 1889, appointed the plaintiffs, T. and M. Maybrick, executors of his will. In May, 1889, the husband died, and July 25, 1889, the wife was tried and convicted upon an indictment charging her with the wilful murder of her husband. On August 1 the wife assigned the policy and all her interest thereunder to the plaintiff Cleaver, who was her solicitor, to meet the costs of her defence. Subsequently the sentence of death passed on the wife was commuted to penal servitude for life, and the plaintiff, Cleaver, was appointed administrator of her property under 33 & 34 Vict. c. 23, s. 9. The action was brought by the plaintiffs to recover the amount due on the policy, and the question of law raised on the pleadings was whether if it be proved that the husband died from poison intentionally administered by his wife, that would afford a defence to the action (a) as against the plaintiff, Cleaver, as assignee of the policy from the wife; (b) as

against the plaintiff, Cleaver, as administrator under 33 & 34 Vict. c. 23, s. 9; and (c) as against the plaintiffs, T. and M. Maybrick, as the executors of the deceased husband.

The Queen's Bench Division (DENMAN, J., and WILLS, J.) held that upon the ground of public policy the defendants were not liable to pay the sum insured.

The plaintiffs appealed.

*Sir C. Russell, Q.C.*, and *S. Reginald J. Smith* for the plaintiffs.

*The Solicitor-General (Sir E. Clarke, Q.C.)* and *Hextall* for the defendants.

Their LORDSHIPS allowed the appeal, being of opinion that the plaintiff Cleaver, as assignee of the policy, was not entitled to recover, inasmuch as it was against public policy that the wife, or anyone claiming through her, should benefit by the contract; but that the rule as to public policy did not apply to the executors of the deceased husband, who were entitled to recover because the trust created in favour of the wife under the provisions of section 11 of the Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), was destroyed by the wife, and her rights having been forfeited, the executors must deal with the money as part of the deceased husband's estate, and administer it accordingly.

### COURT OF APPEAL.

LONDON, May 5, 1891.

*Before* LINDLEY, L.J., LOPES, L.J., KAY, L.J.  
STUART V. BELL.

*Slander—Privileged Communication—Malice.*

Application by defendant for judgment or a new trial after verdict and judgment at the trial before WILLS, J., and a jury, at Leeds.

The action was for slander against B., the mayor of Newcastle. At the time of the slander S. was a valet, with his master at the Mansion House at Newcastle, where his master was staying as guest of B. They had come from Edinburgh, and were going on further visits. While they were at Newcastle the chief constable received from the chief constable of Edinburgh a letter stating that a lady at the hotel at Edinburgh where S. and his master had been staying had lost a gold watch, and suspicion had fallen upon S., but, as the groundwork of