

## The Legal News.

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A short bill, introduced in the Senate by the Hon. Mr. Abbott, Q.C., proposes to amend Sect. 9 of R.S.C. ch. 155, "An Act respecting Escapes and Rescues," by adding the following sub-section thereto:—"2. In the case of everyone who being sentenced to be detained in any industrial school, escapes therefrom, the said justice of the peace or magistrate may, instead of remanding him to such school, send such offender to be detained in any reformatory prison or reformatory, for any term not exceeding five years."

A note which has appeared, of a decision given by the Queen's Bench Division, Ontario, in *Reg. v. Gibson* (Feb. 4), states that the Court held "that the sufficiency of an indictment upon a motion to quash it, is not a question of law which arises on the trial, and therefore is not within R. S. C. c.174. s. 259, and the Court has no power to entertain it." The Court appears, however, to have also expressed the opinion that the indictment in the case before it was sufficient; and further light may be thrown upon the holding cited when the report appears. No objection to the reservation of cases seems to have been made in this Province, on the ground taken by the Crown in *Reg. v. Gibson*. During the last term of the Court of Queen's Bench at Montreal, in *Reg. v. Craig*, the sole question reserved was the sufficiency of the indictment. The indictment was for obtaining money by false pretences, and did not set out the nature of the false pretence, which the Court, on a Case Reserved, held to be unnecessary.

In an old comedy, *The Twin Rivals*, written by Farquhar in the beginning of the eighteenth century, we light upon a passage which might serve as an illustration of *McCormack v. Loiseau*, 11 Leg. News, 409:—

*Teague.*—But what will you do for poor Teague, maister?

*Elder Wou'd be.*—What shall I do for thee?

*Teague.*—Arah, make me a justice of peash, dear joy.

*Elder Wou'd be.*—Justice of peace! Thou art no qualified, man.

*Teague.*—Yes, fet am I—I can take the oats, and write my mark. I can be an honest man myself, and keep a great rogue for my clerk.

### SUPREME COURT OF CANADA.

OTTAWA, March 18, 1889.

TUPPER V. ANNAND.

Nova Scotia.]

*Contract—Mining land—Speculation in—Agreement with third party—Renewal of—Effect.*

T., being in Newfoundland, discovered a mine of pyrites, and on returning to Nova Scotia he proposed to A. that they should buy it on speculation. A. agreed, and advanced money towards paying T.'s expenses in going to Newfoundland to secure the title. T. made the second journey and obtained an agreement of purchase from the owner of the mine for a limited time, but failing to effect a sale within that time the agreement lapsed. It was renewed, however, some two or three times, A. continuing to advance money for expenses. Finally, T. effected a sale of the mine at a profit, and had the necessary transfers made for the purpose, keeping the matter of the sale secret from A. On an action by A. for his share of the profit under the original agreement,

*Held*, affirming the judgment of the Court below, that the sale related back, as between T. and A., to the date of the first agreement, and A. could recover.

Appeal dismissed with costs.

*W. B. Ross*, for the appellants.

*G. H. Fielding*, for the respondent.

O'CONNOR V. MERCHANTS MARINE INSURANCE COMPANY.

*Marine Insurance—Policy—Perils of the seas—Barratry—Loss by—Construction of Policy.*

In a marine policy insuring against loss by "perils of the seas" there was no mention of barratry. The vessel being lost, it was found, in an action on the policy, that such loss was caused by the barratrous act of the master in causing holes to be bored by which the vessel was sunk.

*Held*, Strong, J., dissenting, that this loss was not occasioned by "perils of the seas,"