

account of crimes or offences committed within their respective jurisdictions, his extradition shall be granted to that State whose demand is first received.

"The provisions of this Article, and also of Articles II to IV inclusive, of the present Convention, shall apply to surrender for offences specified in the aforesaid Xth Article, as well as to surrender for offences specified in this Convention.

"ARTICLE VI.

"The extradition of fugitives under the provisions of this Convention and of the said Xth Article shall be carried out in Her Majesty's dominions and in the United States, respectively, in conformity with the laws regulating extradition for the time being in force in the surrendering State.

"ARTICLE VII.

"The provisions of the said Xth Article and of this Convention shall apply to persons convicted of the crimes therein respectively named and specified, whose sentence therefor shall not have been executed.

"In case of a fugitive criminal alleged to have been convicted of the crime for which his surrender is asked, a copy of the record of the conviction, and of the sentence of the Court before which such conviction took place, duly authenticated, shall be produced, together with the evidence proving that the prisoner is the person to whom such sentence refers.

"ARTICLE VIII.

"The present Convention shall not apply to any of the crimes herein specified which shall have been committed, or to any conviction which shall have been pronounced, prior to the date at which the Convention shall come into force.

"ARTICLE IX.

"This Convention shall be ratified, and the ratifications shall be exchanged at London as soon as possible.

"It shall come into force ten days after its publication, in conformity with the forms prescribed by the laws of the high contracting parties, and shall continue in force until one or the other of the high contracting parties shall signify its wish to terminate it, and no longer.

"In witness whereof, the undersigned have signed the same, and have affixed thereto their seals.

"Done in duplicate, at the City of Washington, this 12th day of July, 1889.

"(L.S.) JULIAN PAUNCEFOTE.

"(L.S.) JAMES G. BLAINE."

And whereas the ratifications of the said Convention were exchanged at London on the 11th day of March, 1890.

Now, therefore, Her Majesty, by and with the advice of Her Privy Council, and in virtue of the authority committed to Her by the said recited Acts, doth order, and it is hereby ordered, that from and after the 4th day of April, 1890, the said Acts shall apply in the case of the United States of America, and of the said Convention with the United States of America.

Provided always, and it is hereby further ordered, that the operation of the said Extradition Acts, 1870 and 1873, shall be suspended within the Dominion of Canada so far as relates to the United States of America and to the said Convention, and so long as the provisions of the Canadian Act aforesaid of 1886 continue in force, and no longer.

C. L. PEEL.

GENERAL NOTES.

JUDGE LYNCH AHEAD.—A record has been made of the murders committed in the United States for six years past, and the total is 14,770. For these 558 persons have suffered death in accordance with the provisions of the law. Nine hundred and seventy-five, however, have met their fate at the hands of Judge Lynch. If the latter statement be an index to public opinion, the abolition of capital punishment would be somewhat premature.

FIRE INSURANCE.—What is a fire? is the question which a Paris Court was recently called upon to decide. The Countess Fitzjames had had all her effects insured by the Union Fire Insurance Company for 685,000 francs. In the list of jewels covered by the policy was a pair of pearl earrings valued at 18,000 francs and insured for 10,000. One afternoon, while dressing, the Countess knocked the earrings accidentally from the mantelpiece into the open fire. Despite her strenuous efforts with shovel and tongs the jewels were destroyed. She recovered the gold, valued at 60 francs, and demanded from the company 9,940 francs indemnity for the loss of the pearls. The company refused to pay on the ground that the ordinary grate fire was not the kind of a fire contemplated in the insurance policy. The Countess appealed to the Courts and got a decision in her favor. The judge held that "an insurance against fire was an insurance against all kinds of fire—that was, insurance against any loss caused by any flames."—*Ex.*