means whatever recover the possession of their property in those cases where it has been stolen. Many persons are quite willing in the circumstances to condone any crime, or by the expenditure of a small sum to pay to the first comer whatever will induce the surrender of the proceeds of crime. Hence the legislature has thought fit to subject to a penalty those publishers of newspapers who lend themselves to the same views by circulating advertisements that no questions will be asked if stolen property shall be returned to the owner. The Larceny Act of 24 & 25 Vict. (ch. 96, s. 102), containing this enactment, in turn created hardships occasionally by enabling informers to sue publishers vexatiously for these penalties. And at last by the statute of 33 & 34 Vict. ch. 65, a restriction was put on these informers to this extent, that the consent of the attorney-general was in future to be required before any such action could be brought, and a short period of limitation was also prescribed.

The offer of a reward for the discovery of a particular criminal is a species of contract which is an exception to the usual rule, whereby both parties must be known and defined and must agree on something definite and such as is mutually assented to, before they can create the obligations of contract. This difficulty is got over by one party defining certain conditions which the unknown co-contractor is to fulfil, and which are so distinct that the unknown person and no other becomes at length the obligee whenever the circumstances arise which had been anticipated as a proper basis of a contract. It is a contract *cum omnibus* in one sense—at least in the beginning, and it develops into a contract with another individual only when the latter creates or fulfils the character which was described in the offer. Hence the disputes which usually arise in the course of these undertakings take the form of a contention that the unknown party has not done the kind of services which was to be the basis of the obligation—and though the criminal may have been discovered, yet that the discovery was not made directly or immediately by the claimant to the reward, and hence that the reward has not been earned by the person claiming it. This difficulty has presented itself under many forms, and the cases already decided involve much useful comment on the evidence and the doctrine of proximate and remote causes which arises out of such transactions.

In the case of *Williams* v. *Carwardine*, (4 B. & Ad. 621) the plaintiff had been in company with a man found murdered, and gave no information which was of value. At a later date, however, she had been severely beaten on another occasion, and when on the point of death, as was then supposed, she relieved her conscience by telling some particulars of the murder, which followed up led to the discovery and conviction of the murderer. The plaintiff did not die, but recovered, and then sued for £20, the reward that had been offered for discovery. The jury found that she did give the information, but that it was not given in consequence of the offer of a reward. Three judges, however, held that the plaintiff fulfilled the conditions on which the reward had been offered, and hence that she was entitled to the money.

In another case of *Lancaster* v. *Walsh*, (M. & W. 16), an offer of a certain reward had "been made on application to the defendant." The plaintiff had not made any communication to the defendant, but made it to a constable whose duty it was to search for the offender. The question came to be, whether in that event the plaintiff was entitled to the reward, and it was contended that the constable by his own activity followed up the clue and was the person entitled. But the court held that the plaintiff was entitled, for that the communication to the constable led to the discovery. As Alderson, B., put it, information means the communication of material facts for the first time, and the constable was was merely a channel of communication but not the originator of the information.

Again, in *England* v. *Davidson*, (11 A. & E. 857) the constable of the district apprehended the criminal and sued for the reward; whereupon it was contended that it was contrary to public policy to allow the constable to sue, for it was part of his ordinary duty to arrest criminals. The court there held that the fact of the person giving the inform-