

between
nal writ.
mend as
(1) that
jurisdic-
ssued as
nders &
though
amend
several
resided
aintiffs'
the two
on that
erly be
erez 64

rible provocation. But the man who stealthily watches his chance, and who contrives, with the precision of a clock-maker and the cruelty of a fiend, to so adjust obstructions as to imperil the lives of scores of human beings, is a monster of depravity. Rarely, indeed, is there any clumsiness in the arrangement. Every detail is regulated with scientific accuracy. In the small hours, when the chance of detection is only as one in a thousand, does the train-wrecker do his work."—*Law Journal*.

Jersey
n, and
or sub-
ented.
d sank
o beat.
nd the
ate to
epend
as the
com-
Central

SURETYSHIP FOR INFANTS.—A recent decision of the Recorder of London in the Lord Mayor's Court seems to have occasioned considerable consternation among the numerous traders who lay themselves out for doing business with minors; and indeed, before *Peach v. Makins*, the case in question, there appears to be no authoritative judicial determination reported of a legal crux which must have frequently occurred. The plaintiff sold a bicycle to an infant on what is familiarly known as the hire system; that is, under a contract that the minor should pay for the machine by certain periodical instalments, and that in default of the payment of any one of these instalments the whole of the purchase money should become forthwith payable to the vendor. These payments by the minor were guaranteed by a person of full age, who undertook, by a clause in the contract, to discharge the liabilities of the minor in case the latter made default. The minor having made default, the action was brought by the vendor against the guarantor, as surety for the minor. In answer to the plaintiff's claim the defence was successfully set up that, inasmuch as no debt existed or could legally exist between the plaintiff and the minor, the defendant guaranteed nothing, and reliance was placed on the dicta of Lord Selborne in *Lakeman v. Mountstephen* (30 L. T. Rep. N. S. 437; L. Rep. 7 H. of L., p. 24): "There can be no suretyship unless there be a principal debtor . . . and until there is a principal debtor there can be no suretyship. Nor can a man guarantee anybody else's debt unless there is a debt of some other person to be guaranteed." Acting upon this exposition of the law, the Recorder, no question of fact being in dispute, entered a verdict for the defendant.—*Law Times*.

ecent
like a
at the
train-
con-
ilway
mur-
o are
ss in-
r ter-

THE IMPUNITY OF PERJURY.—Some time ago we dwelt at length on the wide prevalence of perjury, and on the almost complete impunity with which it can be practised. The writer who recently furnished to one of the magazines a humorous article on "The Decline of Lying" was miserably unacquainted with the law courts of his country. Prosecutions for perjury are scarcely known; convictions are still rarer, if that be possible. Nothing is easier than lying; and lying on oath is not perceptibly less easy than lying informally, as, for example, on a tombstone. Unless a man lie right in the face of documents or patent facts, he may invent his own evidence with perfect safety and literary effect. And even if he should run against an awkward obstacle of the kind, it is always open to him to *explain*. Direct proof of perjury is extremely difficult to find. Without direct poof, apparently, prosecutors do not care to venture on a charge.