and at the time when it was contracted both the man and the woman were single and competent to contract marriage, the English Matrimonial Court will not recognize it as a valid marriage, in a suit instituted by one of the parties against the other, for the purpose of enforcing matrimonial duties, or obtaining relief for a breach of matrimonial obligations. The petitioner in this case was a man who had renounced the Mormon faith and left Utah. But his Mormon wife refused to accompany him, and became the wife of another Mormon. This was the adultery complained of. The Court refused to grant a dissolution of the marriage, observing that the matrimonial law of England is adapted to the Christian marriage, and wholly inapplicable to polygamy. If the matrimonial law of England were applied to the first of a series of polygamous unions, and a Mormon had married fifty women in succession, the Court "might be obliged to pick out the fortieth as his only wife, and reject the rest. For it might well be that after the thirty-ninth marriage the first wife should die, and the fortieth union would then be the only valid one, the thirty-eight intervening ceremonies creating no matrimonial bond during the first wife's life." *Hyde* v. *Hyde* and *Woodmansee*, Law Rep. 1 P. & D. 130.

Will.—A will commencing with the words, "In case of any fatal accident happening to me, being about to travel by railway, I hereby leave," &c., *held*, not to be contingent upon the event of the testator's death on the journey he was about to take when the will was executed. *In the Goods of Dobson*, 1 P. & D. 88.

Dissolution of Marriage—Cruelty—Drunkenness.—Habitual drunkenness, and a series of annoyances, and extraordinary conduct on the part of the husband, do not constitute legal cruelty. The communication of a venereal disorder to the wife must have been wilful on the part of the husband to establish it as cruelty. But that wilfulness may be presumed from the surrounding circumstances, by the condition of the husband and by the probabilities of the case, after such explanations as he may offer. *Primâ facie*, the husband's state of health is to be presumed to be within his own knowledge; but he may rebut this by his own oath, when admissible as a witness, or by other proof. *Brown* v. *Brown*, 1 P. & D. 46.

QUEEN'S BENCH.

Principal and Agent—Sale by Auction.—An auctioneer, who is authorized to sell goods on the conditions that purchasers shall pay a deposit at once, and the remainder of the purchase money to the auctioneer on or before delivery of the goods, has no authority to receive payment by a bill of exchange; and such payment will not discharge the purchaser. *Williams* v. *Evans*, Law Rep. 1 Q. B. 352.

Promissory Note.—"On demand I promise to pay to the trustees of the Wesleyan Chapel, or their treasurer for the time being, £100," is a good promissory note, for there is no uncertainty in the payee, as the trustees alone are to be taken as payees, and their treasurer as their agent only to receive payment. *Holmes* v. *Jaques*, Law Rep. 1 Q. B. 376.

Master and Servant—Second Offence.—A workman entered into a contract with a master to serve him for the term of two years; he absented himself during the continuance of the contract from his master's service, and (under 4 Geo. 4, c. 34, s. 3) he was summoned before justices, convicted, and committed. After the imprisonment had expired, and while the term of service still continued, he refused to return to his master's service, and was again summoned before justices, when he stated that he considered his contract determined by the commitment. The justices found that he *bonâ fide* believed that he could not be compelled to return to his employment, and dismissed the summons:—*Held*, that although the servant had not returned to the service, yet, as the contract continued, he had been guilty of a fresh offence, for which, notwithstanding his conviction and imprisonment, he could be again convicted; and that his *bonâ fide* belief that he could not be compelled to return to his employment did not constitute a lawful excuse for his absence. Shee, J., did not approve of this decision, observing that "the justices ought in such