carriers, the decision in Vogel's case would seem to have finally settled the question, and the above inquiry would be interesting only as a matter of history. There are, however, many classes of carriers, unaffected by the provisions of the Railway Acts; and possibly the question of *their* liability for negligence may, on some future occasion, necessitate a review of the case which I have above attempted to analyse.

A. C. GALT.

RECENT ENGLISH DECISIONS.

The *Law Reports* for August include 17 Q. B. D., pp. 309-413; 11 P. D., pp. 73-119; 32 Chy. D., pp. 397-524; and 11 App. Cas., pp. 229-415.

CONFLICT OF LAWS—ASSIGNMENT OF CHOSE IN ACTION.

Taking up the cases in the Queen's Bench Division, the first to be noted is *Lee* v. *Abdy*, 17 Q. B. D. 309, which was an action against an English Company upon a policy of life insurance, which had been assigned to the plaintiff by her husband, who at the time of the assignment and until his death was domiciled at Cape Colony, by the laws of which colony the assignment was invalid by reason of the assignee being the assignor's wife. The court (Day and Wills, JJ.), held that the assignment was governed by the law of Cape Colony, and therefore that the plaintiff was not entitled to recover. Day, J., at p. 312, says:

The subject-matter of the assignment is a chose in action which has no locality. The general rule, subject to exceptions which do not seem to me to apply to the present case, is that the validity and incidents of a contract must be determined by the law of the place where it is entered into. The assignment here in question is an assignment that exists, if at all, by virtue of a contract between assignor and assignee, and I cannot see how, if there was no valid contract between them, there can be any valid assignment.

Wills, J., confessed that he felt some doubts with regard to the case, owing to the difficulty in deducing the principle from the authorities cited; but if there were no authorities he thought the rational view was that "this assignment being invalid according to the law of the country where it was made, and where the parties to it were domiciled, it must be treated as invalid here."

MARINE INSURANCE—RISK OF CRAFT TILL GOODS LANDED—TRANSHIPMENT TO LIGHTERS FOR RESHIPMENT.

Houlder v. *Merchants' Marine Insurance Co.*, 17 Q. B. D. 354, is a decision of the Court of Appeal affirming the judgment of Field, J. The action was brought on a policy of marine insurance, which insured the plaintiff against "all risk of craft until the goods are discharged and safely landed." The goods in question arrived at their destination, and instead of being landed, were then transferred to lighters with a view to their reshipment for exportation; while on the lighters awaiting reshipment they were lost. The Court of Appeal held that the loss was not covered by the policy. Bowen, L.J., who delivered the judgment of the court, says, at p. 356:

Cargo discharged upon lighters for transhipment to an export vessel is accordingly exposed to a peril which is not the same as that which it encounters if discharged upon lighters to take it to the shore at once. It is perfectly true that by taking delivery short of the shore the consignee determines the risk insured. But this is not because in such a case the risk is terminated by an actual landing, but because the consignee waives the landing, and himself terminates the risk instead, by taking delivery short of the land. Nobody, in commercial or business language, can say that goods are landed which are transhipped without landing, or that goods which are placed in lighters for transhipment are placed in lighters to be landed.

CRIMINAL LAW—BLOW AIMED AT ONE PERSON ACCIDENTALLY WOUNDING ANOTHER.

In the *Queen* v. *Latimer*, 17 Q. B. D. 359, the question submitted to the court was whether when the prisoner, in unlawfully striking at a man, accidentally struck and wounded a woman beside him, could be convicted of unlawfully and maliciously wounding the woman, and the court (Lord Coleridge, C.J., Lord Esher, M.R., Bowen, L.J., and Field and Manisty, JJ.,) held that he could, and affirmed the conviction.

TRIAL WITH JURY—DISCRETION OF JUDGE AS TO COSTS.

The case of *Huxley* v. *West London Extension R. W. Co.*, 17 Q. B. D. 373, is chiefly remarkable for the extraordinary character of the judgment of Lord Coleridge, which is nothing less than a somewhat hot-tempered counter-blast against the recent decisions of the Court of Appeal, *Re Jones* v. *Curling*, 13 Q. B. D. 262, wherein it claimed the right to review the