tried before a jury at the Assizes, and the jury then found, in answer to questions put to them, that the advance of the £800 was a gift, and not a loan; that there was no undue influence; that the relation of patient and medical attendant came to an end in 1872, and after that relationship had been ended, and after any effect produced by it had been removed, Mrs. Geldard intentionally abode by what she had done; and that the signature to certain receipts (which the defendant produced, signed by Mrs. Geldard, and which he alleged were for moneys paid by him to her, in accordance with an agreement that he was to pay her an annuity of £40), was not obtained by fraud. The judge entered judgment for the defendant on these findings, and the plaintiff appealed. Counsel for the plaintiff, on this appeal, amongst other things, raised the point that the jury were not asked whether the testatrix had knowledge of her rights, and whether she knew that the gift was impeachable. The Court of Appeal, however, now affirmed the judgment. Lord Selborne, L. C., remarked on the embarrassment caused by the shape in which the case came before the Court, whereby they were limited to a discussion on the findings of the jury, and said: "It ought to have come before us in such a shape that the whole facts should be presented for our consideration and judgment." As to the merits, he said: "No doubt the questions as to the state of the mind of the testatrix were very important; there was no evidence that she actually knew that the gift was impeachable; but she was dead at the time of the trial; and the findings of the jury imply all that ought to be inferred in the defendant's favour; they have found that the relationship of physician and patient had come to an end long before the death of the testatrix, and that she had intentionally abode by what she had done. It must be held that whether she knew or not that she had power to retract the gift, she was determined to abide by her acts; this is not a case of mere acquiescence; she had determined that she would not undo what she had done." It may be added, that this case is contained in the American Law Register for June, p. 871, and in the notes there appended to it, the general subject of gifts between persons standing in confidential relations to each other, is discussed.

FIRE INSURANCE—VENDOR AND PURCHASER—SUBROGATION.

Castellain v. *Preston*, p. 613, is a case which appears to demand very special attention. It arose out of the same contract of insurance as that with which *Rayner* v. *Preston*, L. R. 18 Ch. D. 1—noted 17 C. L. J. 460—was concerned. It may be remembered there was here a contract for the sale of a house, on which a policy of insurance existed. Nothing was said in the contract as to the policy. After the date of the contract, but before the date fixed therein for the completion thereof, the fire took place. In *Rayner* v. *Preston*, the purchaser, having completed his purchase, sought to recover from the vendor money received by him under the above policy of insurance, and the Court of Appeal held that he was not entitled thereto as against the vendor. As, however, is observed by Boyd, C., in *Gill* v. *Canada Fire and Marine Insurance Co.*, not yet reported, but noted supra p. 178, the Lords Justices in *Rayner* v. *Preston* intimated an opinion that the insurance company, who had not, when they paid the amount insured, been informed of the contract of sale, could recover the money from the vendor. In consequence of the doubt thus expressed in *Rayner* v. *Preston*, the insurers now brought the present action of *Castellain* v. *Preston*, seeking to recover the money paid by them on the policy. The company contended that the contract of insurance is merely a contract of indemnity, and unless they recovered in this action the defendants would receive double satisfaction. Chitty, J., however, held that the insurers were not entitled to recover back the insurance money from the vendor, either for their own benefit or as trustees for the purchaser.