

the amazing weight of three hundred and fifty pounds for the space of half-an-hour; but when an additional fifty pounds were added, his fortitude gave way, and he begged to be allowed to plead. They were, of course, both hanged. The following year another highwayman, named Hames, refused to plead. In vain was the dreadful alternative explained to him. He continued mute, and was taken to the Press-Room, and bore a weight of two hundred and fifty pounds for seven minutes, when he cried out to be taken back to court. He too was hanged. The last time this sentence was inflicted, was upon a ship-master, who, to save his landed property from the clutches of the law, so that his wife and family should not starve after his death, remained mute.—*Pump Court.*

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“FROM,” MEANING OF.—“From” is *prima facie* an exclusive term, so that if in a contract any right is to continue under it for a certain period “from” a given day, that day is to be excluded, but the term is not so unambiguously exclusive as not to be susceptible of an inclusive construction if there be anything in the context to show that an inclusive meaning was intended by the parties. Such is the effect of *Pugh v. The Duke of Leeds*, 2 Cowp., 714, and *Wilkinson v. Gaston*, 9 Q.B., 137, in both of which cases “from” was construed as inclusive; but in the curious case of *The South Staffordshire Tramways Company v. The Sickness and Accident Association* (Notes of Cases, p. 127), Mr. Justice Day and Mr. Justice Lawrence, though differing on another point, agreed in the opinion that there was nothing in the context of the contract before them to show an inclusive meaning to be put upon the term. The contract was one of assurance against accident “for twelve months, from November 24, 1887,” and an accident within the meaning of the policy happened on November 24, 1888. Here there was clearly nothing in the context to avoid the operation of the ordinary rule, and the judgment on this point is indisputably correct. On a much more difficult point, whether an accident to forty persons was forty accidents or one, the judges were equally divided, and Mr. Justice Lawrence, as junior judge, withdrew his judgment. We cannot help thinking the accident was but a single one, but, looking to the large amount in dispute, the case, which must in any event go to the Court of Appeal, will in all probability be taken to the House of Lords.—*Law Journal.*

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THE October number of *The Law Quarterly Review*, edited by Sir Frederick Pollock, Professor of Jurisprudence in the University of Oxford, comes to us laden, as usual, with good things. The leading articles are as follows: “The Law of Criminal Conspiracy in England and Ireland”; “The Bourgoise Case in London and Paris”; “The Compulsion of Subjects to Leave the Realm”; “Remoteness and Perpetuity”; “Tinkering Company Law”; “Difficulties of Abstract Jurisprudence”; “Gifts of Chattels without Delivery”; together with the usual very able and interesting notes on points of law too numerous to mention. We copy some of them for the benefit of our readers. We note the remarks of the editor, when calling attention to the stricture of a contemporary, that these notes