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ADMISSION OF THE PUBLIC TO THE LAW COURTS.

The following correspondence which appeared in the *Times* is of general interest:—

37 Temple, E.C.: June 5, 1891.

My Lord,—Since it appears there is little or no chance of gaining admittance into your Court without a ticket, I now formally apply for one. I base my application on the ground that although a judge is indeed absolute emperor over his Court, yet his power does not extend to the selection of what body of people shall represent the 'public' in cases which are not heard *in camera*. Although a judge has the undoubted right to take such measures as to insure the convenience of those having business in the Court, even to the exclusive issuing of tickets of admission, yet such tickets should be distributed impartially to all applicants. I have no personal knowledge that such has not been actually the case. This I know, that I have been told that Lady Coleridge has distributed most of the tickets among her friends. I say this, not because I in any way wish to be insulting or disrespectful to a lady, but simply as a statement of fact as to what I heard a Templar say. I also say it in order to call attention to a fact I am sure your lordship will admit to be true, and that is, your lordship's personal friends have no more right to represent the public than the friends of John Smith. It would seem that this ticket issuing, or rather its distribution, has practically resulted in the above mentioned undesirable outcome. I also maintain that if there is room in the well of the Court, any member of one of the Inns of Court has a prior right to a seat therein over an ordinary member of the public—whether provided with tickets from the judge or not. This system of admittance by tickets only, if tolerated, will practically confer on the judge the power of selecting his audience—a right which up to now, I labour under the impression, has not been conferred on them either by statute or any other law. It is not within my province to find fault with your lordship for taking the best means in your opinion to insure the comfort of those who are bound to be in your Court, any more than to do so with reference to the degrading of the bench to the level of a grand stand; but I consider that no one, by virtue of holding a ticket of admission, has the right to take precedence of those who are standing much nearer to the door than he is—in other words, no member of the public having no *locus standi* in your Court has the right to have the seat kept reserved for him, the first seventy-two members of the public who present themselves at the public gallery have the right to be admitted. I say seventy-two, because I believe that is the number which can be accommodated in the public gallery of your lordship's Court. I believe I am not wrong in saying that there is no denying my assertion. The Court, so far as I know, takes no notice of the difference between peer and pauper in the question of admittance therein. If J. Smith, labourer, is in front of Lord Knows Who, and there is only one seat vacant in the public gallery, the peer has no prior right to occupy that seat. Your lordship probably knows all this better than I do, yet, in the face of recent events, it is well to mention all that I have. I respectfully propose to your lordship that orders be given to the officials at the door to admit members of the Inns of Court (on presentation of their cards of membership, or on their otherwise satisfying them of the person being such), giving them precedence over members of the public possessing a ticket which, strictly speaking, gives them no more right to be admitted than a piece of wastepaper. If the tickets only admit by 'courtesy' and not by 'right,' then I claim, my lord, that such courtesy should be extended first to members of the Inns of Court.

Be that as it may, but since admission to the Court has been by ticket, I think I may safely conclude that as many tickets as there are seats have been already distributed. If that is so, in order to show such distribution did not practically amount to a selection of the 'public' among your lordship's friends

and acquaintances, one or other of my alternatives should be acted upon. Either the members of the Inns of Court should be admitted by virtue of their membership, or a ticket should be sent to one who has not the honour of being a friend or acquaintance of your lordship's—to wit, to me. As I have said before, I deny the right of anyone to 'reserved' seats in a Court of Justice. A member of my inn, in palliation, said that the tickets were not sold, but granted gratis to all applicants. I hope that is so. Armed with a ticket of admittance I hope to be able to gain an entry, taking my chance with others similarly armed. Supposing the possessor of a ticket issued before the trial commenced is absent, his seat should be kept vacant. If he is late, an earlier ticketholder should occupy the space allotted to him when present. On these grounds I respectfully ask your lordship to issue tickets over and above those already issued, so that there should be no appearance of the Court being reserved for a few personal friends.

Your obedient servant,

L. TALLIEN A. M'VANE.

To the Right Hon. J. D. Lord Coleridge.

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1 Sussex Square, W.: June 6, 1891.

SIR,—I have hesitated whether to take any notice of your letter; but it has become the custom to assume that anyone has a right to accuse any other person of anything, and that if that other is not at the trouble of replying to the accusation he must be taken to admit its truth. It is very inconvenient just now to spend valuable time in replying to you; but in such a matter as the public administration of justice it is perhaps better to submit to the inconvenience.

No one except the sovereign and the judges has any right upon the bench; but it has been the immemorial custom for the judges to extend the courtesy of a seat there to peers, Privy Councillors, and any other persons whom they may choose to invite. I speak from a personal recollection of more than fifty years. It is a discretion I shall exercise as my illustrious predecessors have exercised it, when and as I think fit, and with which, except by Parliament, I shall permit no interference.

The statement as to my wife, which you profess to have heard from 'a Templar,' is absolutely untrue. It seems that some Templars can be like other men—inaccurate—and that other Templars can forget what is usually considered due to a lady. It is equally untrue that the bench has been filled by my personal friends. My wife has had at her disposal three seats, and three seats only, including her own. The majority of persons on the bench have been unknown to me, even by sight, but they have been persons to whom, for one reason or another, it seemed proper to grant the privilege. Exactly the same observations apply to my own small gallery and to a portion of the gallery opposite the bench. The rest of that gallery and the whole of the body of the Court has been absolutely free, but I have given strict orders to prevent overcrowding, so that the quiet and orderly trial of the cause shall be secured; with the further directions that the utmost available space shall be given to members of the bar in costume; and that the reporters for the press, who keep the public informed of the proceedings in Court, shall be able to perform their important duty, as far as possible, in ease and comfort.

I believe that my orders have not been wholly ineffectual, and they will certainly be continued. When the Court is full my orders are to exclude everyone. There are thousands, I daresay, who would like to hear the trial of an interesting cause, but it is, in my opinion, far more important that those who do hear it should be comfortable (so far as comfort is possible in the Royal Courts of Justice), and therefore quiet and orderly, than that a few more persons—it may be 100—should hear it at the expense of the comfort, the quiet, and the order of the whole audience. I have acted before now on these views; and shall certainly act on them now and whenever it may be my fate to preside at the trial of a case which excites public interest. I can make no alteration in your favour.

As the person you refer to as 'a Templar' and yourself may perhaps repeat your mistakes, I shall send your letter and my answer to the newspapers.

I am, Sir, Your obedient, humble servant,

COLERIDGE.

L. T. A. M'Vane, Esq.

SUNDAY NOISES.

The day of rest is not everywhere a day of quiet. Certainly the Sunday in town is not. A lull there is in the week's traffic, but this at best is relative. The bustle of wayfarers and the wheel-rattle still continue. The day, moreover, has come to have a business of its own, and much of this, we may add, has no natural or needful connection with it. There is the immoderate bell, urging at any and all hours the attendance of already regular church-goers. Anon comes the brass band of the Salvationist or other branch of the Church militant, or, again, the lively clamour of some gaudy parade, procession, or excursion party. From one or other cause noise is incessant. We need hardly wonder, therefore, if a note of remonstrance occasionally issues from those who hold that rest for the senses is part of the Sabbath privilege. The stay-at-home householder, the worshipper in church, and the invalid have each in turn decried the abuse of liberty which has forced upon them the tyrannous clang and clatter of these musical performances. Little more than a week has passed since the secretary of the Westminster Hospital issued a protest on behalf of this institution. The disturbance caused on a Sunday to inmates much requiring rest, by a succession of noisy processions, might well, indeed, have been avoided. Whatever the end served, the blindest admirer of sensation and its effect cannot fail to see that even such attractions work mischief when the sick and those who nightly nurse them are thus defrauded of their sleep without which even the most ardent processionist would soon become a mere incapable phantom. Failing a due regard for this fact on the part of the organisers of Sunday music and parades, we would consider the moderate interference of local authorities to be entirely justifiable. We have several times pointed out that the ringing or tolling of church bells previously to morning or evening prayer has statutory authority, but no such authority exists with regard to the ringing of a bell previously to the administration of the Holy Communion, and it is distressing to invalids to the last degree to be awakened in this way at 6, 7, or 8 a. m.—*Lancet.*

ARTIST'S PROOFS.

An important action was tried by Judge Bayley, in the Westminster County Court. The plaintiffs were Messrs. Tooth & Son, picture dealers and print-sellers in the Haymarket, and they claimed of Mr. William Muir, a cement merchant, of Fenchurch Street, the sum of 8*l.* 8*s.*, the price of an artist's proof of Sir John Millais's celebrated picture 'Bubbles.'—The plaintiffs purchased the picture and copyright of Sir John Millais for 2,000 guineas. The defendant in 1887 visited the plaintiffs' gallery, and agreed to purchase a proof copy of the picture for eight guineas, signing the subscribers' book to that effect. There were 500 artist's proofs printed at eight guineas each and 500 letter proofs at two guineas each. The proof was delivered in due course, and was afterwards returned. — The defendant said when he signed the book he understood that there would only be a few copies. He was told that the reproduction of the picture was entirely in the hands of the plaintiffs, but after a little while he discovered that they had printed 1,000 proof impressions, that the picture was reproduced as an advertisement, and placarded all over the country, and the value of the engraving thus destroyed. He held that no picture of which 1,000 proof impressions were taken could be termed an artist's proof—Mr. Fagan, assistant print-keeper at the British Museum, said in his opinion no copy of a picture after the first nine or ten was properly entitled to be called an artist's proof, and to sell 500 as artist's proofs was in his opinion unfair trading. He believed the practice of producing great numbers of impressions and calling them 'artists' proofs' was a growing one. It was a great evil, against which a stand ought to be made.—Mr. Stephens, an art critic, said in his opinion, where 250 copies of a picture had been taken, the fullest stretch had been given to artist's proofs.—The plaintiffs pointed out that they were bound to print a number to get their money back. The engraving alone cost 500*l.*—His Honour said he thought the picture could not be called an artist's proof if there were 1,000 impressions taken of it. He should, under the circumstances, give a verdict for the defendant, with costs.

FIRE INSURANCE.

(By the late Mr. Justice Mackay.)

CHAPTER XVI.

OF EQUITIES ATTACHING UPON POLICIES.

(Continued from page 208.)

§ 304. *Rights of tenants.*

No equity in favor of third persons attaches upon the proceeds of policies, unless there be some contract or trust to that effect.

A policy of insurance is a contract purely between the insurer and the insured; as a general principle, no other person has any right to the proceeds of the policy. In England tenants who have stipulated to pay rent have sometimes striven to get the benefit of insurance effected by their landlords, but in vain, in latter days. The judgments in the earlier cases certainly are most *equitable*. But the law of landlord and tenant in England is peculiarly hard upon the latter. Though a house leased be burned down without negligence of the tenant, the lessee will be liable to pay rent for it, unless he has stipulated or covenanted to be free in such case; and unless the landlord have bound himself expressly to rebuild, the tenant cannot compel him to do so.

In France, where a lease is made for a term of years and the house is destroyed, say in the first year, the tenant is free of rent afterwards, unless the fire occurred by his own gross negligence.

§ 305. *Assignment of policy.*

In the United States the mortgagee in general has no right or title to the benefit of the policy effected by the mortgagor in his own name on the mortgaged property, unless the policy have been assigned to him.[1]

Where a policy is assigned as collateral to a mortgage with the consent of the insurers, the assignee takes it subject to all the conditions, and no recovery can be had merely from considerations of equity in favor of the assignee. If the assignor could not recover, the assignee cannot.[2]

[1] 10 Peters, 512; 16 Peters, 504.

[2] *Illinois M. F. Ins. Co.* v. *Fix*, 6 Alb. L. J., p. 129. For another case where the assignor is not able to sue, nor the assignee, see *Home Mut. Ins. Co.* v. *Hauslein*, vol. vi Alb. L. J., p. 309. The assignor in this case had acted so that had he never assigned he could not have sued.

Mutual insurance policy. Assignment of policy by way of security, policy is voidable by the acts of mortgagor.

The Queen's Bench (40 U. C. R.) held the contrary (reversing a judgment of the original Court); but its judgment was reversed on appeal. 3 Ont. App. Rep. in 1878, *Mechanics' Building & Savings Society* v. *Gore Dist. M. F. Ins. Co.* But the creditor may in Ontario, as elsewhere, acquire a separate independent interest under the contract, and the policy will not be avoided by act of the mortgagor. See sec. 39 of 36 Vic., c. 44, Ont.

4 Ont. App. Rep., *Marion* v. *Stadacona Ins. Co.*, A. D. 1879. The plaintiff insured, loss payable to H. (This was as security for any balance of account that might be due to H.) The Queen's Bench decided that H, without authority of plaintiff, could not surrender the policy for cancellation before loss. (H had surrendered and accepted money as unearned premium.) The Queen's Bench would not set aside the verdict that plaintiff had gotten. The Court of Appeals confirmed this. May on Insurance cited, and *Carpenter* v. *Providence Washington Ins. Co.*, 16 Peters. Held, "Policy never was H's."

§ 306. *Where insurance is effected by the mortgagee.*

Neither has the mortgagor any claim upon an insurance effected by the mortgagee. And, therefore, the mortgagee will not be allowed to charge the mortgagor with money paid for insurance effected by him upon the mortgaged premises;[1] nor is the mortgagor entitled to have the amount received by the mortgagee from the insurers upon a policy effected by him without any agreement therefor between the parties, deducted from the mortgagee's charge for repairs.[2]

But if the insurance is effected by the mortgagee at the request of the mortgagor, a privity exists between the parties, the premiums paid become a charge upon the mortgaged premises in addition to, and equally with the original debt, except so far as the rights of subsequent mortgagees or purchasers are concerned, and the amount paid by the insurers to the mortgagee, on the policy, goes to reduce the debt of the mort-

[1] *Saunders* v. *Frost*, 5 Pick. 259.

[2] *White* v. *Brown*, 2 Cushing, 412.

gagor, and if it is more than sufficient for that purpose, the balance is held by the former as trustee for the latter.[1]

§ 307. *Covenant to insure.*

Where the mortgagor covenanted with the mortgagee that he would keep the premises insured during the continuance of the lien of the mortgagee, and, in case of loss, that the proceeds of the policy should be applied to the rebuilding of the property insured, it was held in Maryland that the mortgagee had an equitable lien upon the fund, received by the mortgagor from the insurers, to satisfy the balance of his debt, which he could not collect by a foreclosure and sale of the mortgaged premises.[2]

Yet in England, where lessee and lessor covenant that they shall insure the leased premises, and that the moneys from the policy shall be spent in restoring the premises; they did insure; the lessee afterwards mortgaged his lease, but did not transfer expressly his right in the policy, the premises insured were destroyed by fire, and the lessee's mortgagee restored them with money of his own. Afterwards he claimed that the mortgagor should be ordered to deliver up the policy and join with the other insured (the lessor) in signing receipt to the insurance company, so as to enable the mortgagee to get the insurance money payable under the policy, and this was ordered, *per* Lord St. Leonards, in *Garden* v. *Ingram*.[3]

In England, if a man assign moveables (say machinery) by bill of sale for security of advances by another, and the deed contain covenant to insure and provide for the application of the policy money (in case of fire) in liquidation of the mortgage debt, the lender of the money will have a claim to the benefit of the policy (if fire happen), and this against creditors of the assured, or his assignees if he become bankrupt. But the covenant must be to "apply the insurance money to restore the mortgaged property, or that it shall be payable to lender;" and if not so, unless the policy be assigned by indorsement upon it, the lender can't benefit by the insurance money (even in equity) after the fire. *Semble*, in Lower Canada such covenant even not useful.

This is the doctrine enunciated by Vice-Chancellor Kindersley in the case of *Lees v. Whiteley*.[1] In this case the assignor of goods and chattels executed a mortgage of them and covenanted to insure them. He was left in possession. The goods were burnt. The assignor became bankrupt. There was no provision in the policy for the application of the money in case of fire. The assignee was held to have no right to it.

§ 808. *A project of law in France.*

A *projet* of law in 1838, in France, proposed that in case of loss the insurance money should be held as representing the house burnt, to go to the assured's creditors, either equally *au marc la livre*, or (according to circumstances) to privileged or mortgage creditors. But the project, which Massé calls equity, does not appear to have become law.

The proceeds of insurance on a house on a mortgaged land do not go to the mortgage creditor, unless he have a transfer of the policy, and have signified it before the fire. Tropl., Pr. & Hyp.

Insurance is generally confined to the parties. House and land are seized in execution. The house insured is burnt. The plaintiff is not entitled to the proceeds of the insurance.[2]

An agent to insure who advances premiums and retains possession of the policy has a privilege on the sum assured, to be paid his advances. Emerigon, vol. i, p. 81.

Quénault, pp. 167, 173, says that in France the purchaser of a house insured succeeds to or gets the benefit of the insurance as an accessory, unless the policy prohibit; and, in such case, even without express cession, the policy would be held comprised in the sale of the house as accessory of the thing sold, he says (2483 L. C. Code *contra*). Where the policy does not contain a stipulation to the contrary, it has been so held; yet deci-

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[1] *Mix* v. *Hotchkiss*, 14 Conn. 32; *King* v. *State Mut. Fire Ins. Co.*, 7 Cushing 16.

[2] *Thomas* v. *Van Kaff*, 6 Gill & J. 372. See also *Vernon* v. *Smith*, 5 B. & Ald. 1, where it is held that a covenant on the part of a lessee to keep the premises insured runs with the land.

[3] 23 L. J. (Ch.) *Semble* not so in Lower Canada.

[1] Eng. Eq. Cases, A. D. 1866.

[2] *Plympton* v. *Ins. Co.*, 43 Vt. Rep.

sions to the contrary have been, and the better reason is against Quénault.

The better opinion in France is that the purchaser, unless he has been accepted by the insurer, cannot sue, after a fire happening, after sale by the original insured of the subject insured (and this whether the policy be special or not).

So it would be in Lower Canada also, but all the policies are worded or conditioned so that purchaser cannot ordinarily get such benefit of the policy, unless after he has been accepted by the insurer. In England a policy would not go with a house sold as incident to the sale.

Quénault extends the above to the case of a donee and legatee, also, if the house be burned during the policy. But most companies do stipulate that transfers of the objects insured, whether by gift, death, sale or otherwise, must be declared to them and mentioned on the policy under pain of *dechéance*. Of course, the policy will not be extended, whether in favor of the insurer or the insured, from one case mentioned to another not mentioned.

Leclaire v. *Crapser* (5 L. C. R.) was a case growing out of a sale to defendant, in 1852, by a man named Tavernier. A land, with buildings insured, was sold for £462 10s., of which £100 was paid at the time of the sale, and for the balance defendant (the vendee) agreed that the property should be under mortgage. Tavernier at the time had a policy for £600 in force covering the buildings sold. Of this he transferred £100 to defendant, in consideration of the £100 paid by him. The transfer of the £100 was notified to the insurance company. On the 8th of July, 1852, a fire destroyed the buildings insured, and on the 12th Tavernier got paid £500 upon his policy. He did *not* inform the insurance company of his alienation of the property, and got £500, though only interested to the extent of £362 10s. Not satisfied with so much good luck, Tavernier, on the 18th of the same month, sold and transferred to plaintiff, Leclaire, £362 10s., called the balance of purchase money due by defendant, and plaintiff sued in his own name for it. The defendant pleaded that plaintiff was without right; that the debt referred to had been paid to Tavernier by the insurance company; that Tavernier having received from the insurance company the £500, the balance of price of sale had been more than paid to him, and this previously to the pretended transfer by him to plaintiff; that Tavernier could not collect the insurance money and also the debt from the purchaser, etc. The Superior Court, Montreal, held that Tavernier, having received the insurance money as he did, could not afterwards transfer to plaintiff the alleged balance, although he might have subrogated the insurers into his place in respect of it, with right to collect it in his name. The plaintiff's action was dismissed. The insurance company in this case paid Tavernier what they need not have paid, and actually overpaid him £137 10s.

§ 309. *Loss payable to insured.*

The name of insured concludes where he alone appears as insured. If a loss happen, in vain will the insured (aided by the insurer even) say after a loss and trustee process by creditors against insured, that the insurance was that of the man's wife.

§ 310. *Rights of heirs, etc.*

Some policies are made payable to the insured, his heirs, etc.; others are payable to the insured, his executors, or administrators, or assigns.

In England there are subtleties on this point. If the insurance money, as secured by a policy against fire, is made payable to the insured, his executors, administrators and assigns; and houses and buildings in fee are insured, which afterwards descend to the heir, and are burnt during the continuance of the policy, the executors of the insured will not be deemed trustees for the heir, and the heir will not be entitled to the proceeds of the policy. A decision (*Mildmay* v. *Folgham*, 3 Ves.) to this effect has been made with reference to the constitution and policy of the Hand in Hand office, by one of the articles of which it was declared that the interest of a member dying should survive to his executors, administrators and assigns; and by an order of the society, reciting that every insurance became void at the time when the property of the person insured expired, it was ordered that, upon applying at the office and declaring their property in the

houses insured to be expired, any persons may have their accounts adjusted and deposits due paid to them; and if they do not apply nor assign the policy to the person having the property of the house insured, the person possessed of the property may insure the house, notwithstanding the former policy be not expired. The policy was made payable to the insured, her executors, administrators and assigns; and it was declared that when any assignment of the policy be made such assignment should be entered in the office books within forty-two days, or else the assignee shall have no benefit. Under these circumstances before mentioned certain houses had descended to the heir, one of the houses was burnt, the policy not being expired, and no assignment to him had been made, the directors of the office refusing to pay upon the application of the heir, he filed his bill, which was dismissed with costs. It was contended, amongst other points, that the executor was a trustee for the heir.

The Lord Chancellor—"It is utterly impossible to make the executor a trustee. It seems to me perfectly clear upon the plan of this society, which was formed in 1696, that it is not like other insurance offices since established, but that it is a personal contract, not connected with the real property nor affecting the real property. No person can have the benefit of the policy but the personal representative, with whom they make up the account, and who is entitled to the dividend."

3 Kent, p. 376, says that ordinarily the personal representatives of insured get the benefit of the policy, if he die. Who would take in Lower Canada? *Semble*, the insurance money would stand as part of the land.

Cannot the heir claim by force of law where the policy even does not contain the word heir? Vol. ii Am. Lead. Cases, p. 627, would imply as much. A legatee would fall under the word assigns in France; Quénault. The devisee in England also, *semble*.[1]

Legatees ought, in Lower Canada, to give notice before loss.

In England, if by the act of the insured or the party entitled to the benefit of the proceeds of the policy, those proceeds should become clothed with the character of real estate (*Norris* v. *Harrison*), or with a trust, the party entitled to the real estate, as heir or devisee, will become entitled to them, in preference to those who may claim them as personalty.

This, *semble*, is the law of Lower Canada, and insurance money would stand for the land generally.

See *Durrant* v. *Friend*, 11 Bennett & Smith's Eng. L. & Eq. R., p. 4.—The following opinion of Parker, C. J., presents all the material facts in this case: "The testator, being a seafaring man, bequeathed chattels to certain persons. He and the chattels perished together. These chattels he had previously insured, and the executors received from the insurance company the amount for which they were insured. The question is, whether the legatees are entitled to this money. If the testator had died leaving the goods in existence, the legatees would have had an interest in them, and it would have been quite reasonable that the executors should have held the policy in trust for them. If the chattels had wholly or partially perished in the lifetime of the testator, and no money had been received from the office, the testator would have had at the time of his death, a right of action on the policy, and it is clear that the legatees would not have had any interest in the money to be recovered by means of it. Here, however, the testator and the goods perished together. It a very difficult thing to say how such a case should be dealt with. I thought of the case several times; but I am unable to change the opinion I expressed before, which is that the legatees never had any vested interest under the will in the chattels, and they are not entitled to the money recovered from the office." See also Phillips' Ins., vol. i, p. 69 *et seq.*

[1] 2 Shaw, Tomlinson Law Dict., "Assigns."

GENERAL NOTES.

A TRAGEDY AVERTED.—An amusing incident occurred in the Lord Mayor's Court (London) on April 15, where the recorder was sitting trying cases. A jury had heard a case, and being unable to agree, retired to deliberate. After awhile a note from the jury was

handed to the recorder, who, after perusing it, said; 'I must prevent a tragedy; send for the jury.' Upon returning into Court the jury were discharged without giving a verdict, as they were still unable to agree. It was afterwards stated that the note to the judge ran; 'Ten of us are agreed; but the other two decline to agree while they have breath in their bodies.'

JUDGE STEPHEN'S SUCCESSOR.—Mr. Richard Henn Collins, Q. C., of the Northern Circuit, has been appointed judge of the Queen's Bench Division, in succession to Mr. Justice Stephen, who recently retired. Mr. Collins, who is the third son of Mr. Stephen Collins, Q. C., of Dublin, was born in 1842, and was for some years at Trinity College, Dublin, where he took the highest honors in classics and moral science. He left Dublin before taking his degree, for Downing College, Cambridge, where he was bracketed fourth in classical tripos. He was elected a fellow of Downing in 1865, and was made an honorary fellow of that college on the expiration of his fellowship. He was called to the bar of the Middle Temple in November, 1867, was created a Q. C. in 1883, and was elected a bencher of his Inn in the following year. Both as a junior and a Queen's Counsel, Mr. Collins has been in the enjoyment of a large and lucrative practice for a long time past. The last two noteworthy cases in which Mr. Collins appeared lately were the important licensing appeal of *Sharp* v. *Wakefield*, in the House of Lords, and the Clitheroe abduction case, in which he was leading counsel for Mr. Jackson in the Court of Appeal. The *London Law Journal* says Mr. Collins is well known as a sound and painstaking lawyer, and his elevation to the bench will be a papular one with both branches of the legal profession. He has been a member of the Bar Committee for some years past, and is joint author of 'Smith's Leading Cases.'

UNAUTHORIZED USE OF A PHOTOGRAPHIC NEGATIVE.—The Supreme Court of Minnesota has recently decided that there is an implied contract between a photographer and his customer that the negative for which the customer sits shall only be used for the printing of such photographic portraits as the customer may order or authorize. The conclusion was that if the photographer undertakes to make another use of the negative, as by multiplying copies for publication or sale, the customer may enjoin such use; *Moore* v. *Rugg*, 9 Law Rep. Ann. 58. See also *Pollard* v. *Photographic Co.*, 40 Ch. Div. 345.

WOMEN AS SOLICITORS.—Why should not women be allowed to practice as solicitors? asks the *Eastern Morning News*. A case of considerable hardship has recently been brought before the Incorporated Law Society. A country solicitor wished to ask to be allowed to article his daughter. She had for several years helped him in his business, and was prepared to undergo the examinations required by statute. Her father urged, in addition, that he had no sons, and that he was anxious to make provision for his daughter. The society, however, in accordance with precedent, refused to admit the lady to the profession.

THE ENGLISH COURT OF APPEAL.—The *Times* is becoming a very severe critic of judicial decisions. It was absolutely violent on the subject of the Clitheroe case in the Court of Appeal. "Thunder and lightning rhetoric" accompanied the judgment of the Lord Chancellor, which was "wanting in precision." The Master of the Rolls introduced platform oratory. There is no doubt that Court of Appeal No. 1 has become of late years a somewhat lively tribunal.—*Law Times*.

A POINT IN GERMAN LAW.—A new palace of justice has been in course of erection at Frankfort-on-the-Maine, and being duly completed, the various documents and muniments have had to be removed from the old Law Courts to the new ones. During the process of this removal a bag was discovered containing a bundle of letters, 175 in all, and bearing each one the date 1585. After careful examination, it transpired that the letters were written in Italian, and the superscription of each showed they were intended for persons living in the Netherlands. Considering their age, their preservation has been wonderful, for though the ink has naturally lost much colour, and the style of writing is antiquated, yet they can be easily read. In some of the letters, however, remittances for large sums of money were enclosed, and it is with regard to this money that some doubt has arisen. Is the money to be returned to the descendants of the persons who remitted it, or must it be handed over to the heirs of the deceased and departed Dutchmen to whom the money had been forwarded? Possibly the Crown might lay a claim to it, and the acceptance by it of the treasure would certainly be the easiest way out of the difficulty, if not altogether the most equitable.

LIBEL CASES.—The number of libel and slander actions in the Queen's Bench list is certainly remarkable. No less than four were reported on Wednesday morning. The result of *Malan* v. *Young* must prove financially disastrous to everybody concerned, the plaintiff getting a judgment for a shilling on each of two slanders, and no costs, whilst the defendant had, of course, to bear his own costs. Some occupations must be much more remunerative than the law which can admit of such luxuries in litigation.—*London Law Times*.

ASSISTING THE JURY.—"Gentlemen of the jury," said a Minnesota judge, "murder is where a man is murderously killed. The killer in such a case is a murderer. Now, murder by poison is just as much murder as murder with a gun, pistol, or knife. It is the simple act of murdering that constitutes murder in the eye of the law. Don't let the idea of murder and manslaughter confound you. Murder is one thing, manslaughter is quite another."

DELAYS OF JUSTICE.—In a recent address Mr. Justice Field said:—"Something must be done to prevent delays. To delay justice is as pernicious as to deny it. One of the most precious articles of the *magna charta* was that in which the king declared that he would not deny or delay to any man justice or right. And assuredly what the barons of England wrung from their monarch, the people of the United States will not refuse to any suitor for justice in their tribunals."