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SUPREME COURT OF CANADA.

OTTAWA, 1 May, 1897.

Exchequer Chamber.]

THE QUEEN v. CANADA SUGAR REFINING Co.

Revenue Customs duties—Importation of goods—Time of importation—Tariff Act—Construction—Retrospective legislation—R. S. C. c. 32—57 & 58 Vict., ch. 33 (D)—58 & 59 Vict., ch. 23 (D).

By sec. 4 of the Customs Tariff Act, 1894 (57 & 58 Vict., ch. 33), duties shall be levied on certain specified goods "when such goods are imported into Canada." By R.S.C. ch. 32, sec. 150 (the Customs Act), the importation of goods "shall be deemed to have been completed from the time the vessel in which such goods were imported came within the limits of the port at which they ought to be reported," and by sec. 25 the master of a vessel entering any port of Canada must report in writing to the collector or proper officer the particulars of his ship and cargo and the portion to be landed at that port etc. Sec. 31 provides that duties shall not be collected at a port where goods are entered but not landed.

Held, that the importation under sec. 150 is not completed at the first port of entry of the vessel if the goods are not landed there, but only at her arrival at her port of final destination. Therefore when a vessel containing sugar entered North Sydney in April, 1895, and reported under sec. 25 and then proceeded to Montreal, where she arrived on May 4th, and landed her

cargo, the sugar was liable to duty under an act which came into force on May 3rd.

Held further, that the duties attached notwithstanding said act did not receive the royal assent until July, 1895, it containing a provision that it should be held to have come into force on May 3rd.

Appeal allowed with costs.

Fitzpatrick, *Q.C.*, Solicitor General of Canada, and *Newcombe*, *Q.C.*, Deputy Minister of Justice, for the appellant.

Osler, *Q.C.*, and *Gormully*, *Q.C.*, for the respondent.

1st May, 1897.

Ontario.]

ROGERS v. TORONTO PUBLIC SCHOOL BOARD.

Negligence—Unsafe premises—Risk voluntarily incurred.

An employee of a company which had contracted to deliver coal to the defendant went voluntarily to inspect the place where the coal was to be put on the evening preceding the day upon which arrangements had been made for the delivery, and was accidentally injured by falling into a furnace pit in the basement on his way to the coal bins. He did not apply to the defendant or the caretaker in charge of the premises before making his visit.

Held, that in thus voluntarily visiting the premises for his own purposes and without notice to the occupants, he assumed all risks of danger from the condition of the premises and could not recover damages.

Appeal dismissed with costs.

McCarthy, *Q.C.*, for the appellant.

Robinson, *Q.C.*, and *Hodgins*, for the respondents.

1st May, 1897.

Ontario.]

JAMESON v. THE LONDON AND CANADIAN LOAN AND AGENCY COMPANY.

Mortgage—Leasehold premises—Terms of mortgage—Assignment or sub-lease.

A lease of real estate for twenty-one years with a covenant for a like term or terms was mortgaged by the lessee. The mort-

gage after reciting the terms of the lease proceeded to convey to the mortgagee the indenture and the benefit of all covenants and agreements therein, the leased property by description and "all and singular the engines and boilers which now are or shall at any time hereinafter be brought and placed upon or affixed to the said premises, all of which said engines and boilers are hereby declared to be and form part of the said leasehold premises hereby granted and mortgaged or intended so to be and form part of the term hereby granted and mortgaged"; the *habendum* of the mortgage was "To have and to hold unto the said mortgagee, their successors and assigns for the residue yet to come and unexpired for the term of years created by the said lease, less one day thereof, and all renewal etc."

Held, reversing the judgment of the Court of Appeal, that the premises of the said mortgage above referred to contained an express assignment of the whole term, and the *habendum*, if intended to reserve a portion to the mortgagor was repugnant to the said premises and therefore void; that the words "leasehold premises" were quite sufficient to carry the whole term, the word "premises" not meaning lands or property, but referring to the recital describing the lease as one for a term of twenty-one years.

Held further, that the *habendum* does not reserve a reversion to the mortgagor; that the reversion of a day generally, without stating it to be the last day of the term, is insufficient to give the instrument the character of a sub-lease.

Appeal allowed with costs.

Armour, *Q.C.*, and *Irving*, for appellant.

Arnoldi, *Q.C.*, for respondents.

1st May, 1897.

Ontario.]

CONSUMERS' GAS CO. v. TORONTO.

Assessment and taxation—Exemptions—Real property—Chattels—Fixtures—Gas pipes—Highways—Title to portion of highway—Legislative grant of soil in highway—11 *Vict.*, *ch.* 14 (*Can.*)—55 *Vict.*, *ch.* 48 (*Ont.*)—*Ontario Assessment Act*, 1892.

Gas pipes laid under the streets of a city which are the property of a private corporation are real estate within the meaning of the "Ontario Assessment Act of 1892" and liable to assess-

ment as such, as they do not fall within the exemptions mentioned in the sixth section of the act.

The appellant was incorporated by an act of the late Parliament of Canada passed in the eleventh year of Her Majesty's reign, chapter 14, by the first clause of which power was conferred "to purchase, take and hold lands, tenements and other real property for the purposes of the said company, and for the erection and construction and convenient use of the gas works of the company, and further, power was conferred by the thirteenth clause, "to break, dig, and trench so much and so many of the streets, squares and public places of the said City of Toronto as may at any time be necessary for the laying down the mains and pipes to conduct the gas from the works of the said company to the consumers thereof, or for taking up, renewing, altering or repairing the same when the said company shall deem it expedient.

Held, that these enactments operated as a legislative grant to the company of so much of the land of the said streets, squares and public places of the city and below the surface that it might be found necessary to be taken and held for the purposes of the company and for the convenient use of the gasworks, and when the openings are made at the places designated by the city surveyor, as provided in said charter and they are placed there, the soil they occupy is land taken and held by the company under the provisions of the said act of incorporation.

That the proper method of assessment of the pipes so laid and fixed in the soil of the streets and public places in a city ought to be as in the case of real estate and land generally, and separately in the respective wards of the city in which they may be actually laid.

Appeal dismissed with costs.

McCarthy, Q.C., and *Miller, Q.C.*, for the appellant.

Robinson, Q.C., and *Fullerton, Q.C.*, for the respondent.

Ontario.] 1st May, 1897.

MAY v. LOGIE.

Will—Sheriff's deed—Evidence—Proof of heirship—Rejection of evidence—New trial—Puppet—Champerty—Maintenance.

A will purporting to convey all the testator's estate to his wife was attacked for uncertainty by persons claiming under alleged

heirs at law of the testator, and through conveyances from them to persons abroad. The courts below held that the will was valid.

Held, affirming such decisions, that as the evidence of the relationship of the alleged grantors to the deceased was only hearsay, and the best evidence had not been adduced; that as the heirship at law was dependent upon the alleged heir having survived his father and it was not established and the court would not presume that his father died before him; and that as the persons claiming under the will had no information as to the identity of the parties in interest who were represented in the transactions by men of straw, one of whom was alleged to be a trustee, and there was no evidence as to the nature of his trust and that as there was strong suspicion of the existence of champerty or maintenance on the part of the persons attacking the will, the latter had failed to establish the title of the persons under whom they claimed and the appeal should be dismissed.

Appeal dismissed with costs.

Donovan, for the appellant.
Shepley, *Q.C.*, for the respondent.

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1 May, 1897.

Nova Scotia.]

MANUFACTURERS ACCIDENT INSURANCE CO. v. PUDSEY.

Accident insurance—Renewal of policy—Payment of premium—Promissory note—Instructions to agent—Agent's authority—Finding of jury.

A policy issued by the Manufacturers Accident Insurance Company in favour of P., contained a provision that it might be renewed from year to year on payment of the annual premium. One condition of the policy was that it was not to take effect until the premium was paid prior to any accident on account of which a claim should be made, and another that a renewal receipt, to be valid, must be printed in office form, signed by the managing director and countersigned by the agent.

P. having been killed in a railway accident payment on the policy was refused on the ground that it had expired and not been renewed. In an action by the widow for the insurance it was shown that the local agent of the company had requested P.

to renew and had received from him a promissory note for $15 (the premium being $16), which the father of the assured swore the agent agreed to take for the balance of the premium after being paid the remainder in cash. He also swore that the agent gave P. a paper purporting to be a receipt and gave secondary evidence of its contents. The agent's evidence was that while the note was taken for a portion of the premium it was agreed between him and P. that there was to be no insurance until it was paid, and that he gave no renewal receipt, and was paid no cash. Some four years before this the said agent and all agents of the company had received instructions from the head office not to take notes for premiums as had been the practice theretofore. The note was never paid but remained in possession of the agent, the company knowing nothing of it. The jury gave no general verdict, but found in answer to questions that a sum was paid in cash and the note given and accepted as payment of the balance of the premium; and that the paper given to P. by the agent, as sworn to by P's father, was the ordinary renewal receipt of the company.

Held, affirming the judgment of the Supreme Court of Nova Scotia, Gwynne, J., dissenting, that the fair conclusion from the evidence was, that as the agent had been employed to complete the contract and had been entrusted with the renewal receipt, P. might fairly expect that he was authorized to take a premium note, having no knowledge of any limitation of his authority and the policy not forbidding it, and that notwithstanding there was no general verdict, and the specific question had not been passed upon by the jury, such inference could be drawn by the Court according to the practice in Nova Scotia.

Held, further, that there was evidence upon which reasonable men might find as the jury did. That an inference might fairly be drawn from the facts that the transaction amounted to payment of the premium, and it was to be assumed that the act was within the scope of the agent's employment. The fact that the agent was disobeying instructions did not prevent the inference though it might be considered in determining whether or not such inference should be drawn; and that a new trial should not be granted to enable the company to corroborate the testimony of the agent that he had no renewal receipt in his possession except one produced at the trial, as the company might have

supposed that the plaintiff would seek to show that such receipt had been obtained, and were not taken by surprise.

Appeal dismissed with costs.

Wallace Nesbitt, for the appellant.

W. A. B. Ritchie, Q.C., for the respondent.

COURT OF APPEAL.

LONDON, 28 June, 1897.

Before LORD ESHER, M.R., SMITH, L.J., RIGBY, L.J.

HOPE v. BRASH ET AL. (32 L.J.)

Discovery—Inspection—Libel in newspaper—Manuscript of libel—Admission of publication and liability.

Appeal of the defendants from an order of Bruce, J., at chambers.

The action was brought for a libel published in a newspaper belonging to the defendants. The defendants by their defence admitted the publication of the libel, and pleaded that the libel was published by them without actual malice and without gross negligence; that before the commencement of the action they published in their newspaper a full apology for the libel, according to section 2 of the Libel Act, 1843; and they paid into court a sum of money in satisfaction of the plaintiff's claim.

The defendants in their affidavit of documents stated that they had in their possession or power the documents relating to the matters in question in the action set forth in the first and second parts of the schedule thereto. In the second part of the schedule they stated that they had in their possession a manuscript of the matters published in their newspaper, but they objected to produce it on the ground that it was the original contribution to them, and was that which was published by them as admitted in the statement of defence, and as to which they admitted responsibility.

Bruce, J., made an order for the production of the manuscript for inspection.

The defendants appealed.

J. E. Bankes, for the defendants, cited *Hennessy* v. *Wright*, (No. 2), L.R. 24 Q.B. Div. 445*n*.

Montague Lush, for the plaintiff, cited *Bustros* v. *White*, 45 Law J. Rep. Q.B. 642 ; L.R. 1 Q.B. Div. 423.

Their Lordships held that where in an action against the proprietors of a newspaper for a libel published in the paper the publication and responsibility for the libel are admitted, the Court as a general rule will not order the original manuscript of the libel to be produced for inspection. They were of opinion that there were no special circumstances in the present case by reason of which the Court ought to depart from the general rule, and they accordingly allowed the appeal.

LIBEL AND CRITICISM.

A scientific man has written a book in which he attempts to disprove the existence of the force of gravity. A scientific newspaper, in reviewing the book, attempted to show by way of criticism that the author does not know enough to be able to appreciate the force of the argument by which the law of gravitation is proved. The author says that this is a false and malicious libel, and that it has damaged him to the extent of thousands of dollars. Criticism in good faith of an author's work is allowed almost without restriction; but the law guards the private individual as distinguished from the man in his public capacity. It does not permit the critic to go behind the book to attack the author as a private person. On these principles Mr. Ruskin, in speaking of Mr. Whistler's paintings, was able with impunity to charge the artist with the "cockney impudence" of asking two hundred guineas for "flinging a pot of paint in the public's face." But when he accused him of "wilful imposture" he overstepped the mark, and had to pay a farthing in damages. In the present case, the question is whether the imputation of ignorance has a legitimate bearing as criticism upon the book. If the imputation of ignorance is made as an inference from the book itself, it seems to have a clear connection with the credit to which the book is entitled. It is true that in an English case, *Dunne* v. *Anderson*, 3 Bing. 88, it was held to be libel for one, in criticising a petition to Parliament by a physician, to reflect upon the physician's knowledge of chemistry. But that case is to be distinguished from the present one, in that in presenting the petition the physician is not so distinctly

before the public as the author in publishing a book. As Lord Cockburn says in *Strauss* v. *Francis*, 4 F. & F. 1114, "a man who publishes a book challenges criticism." The critic is strictly accountable for any damaging misstatement of fact; but here there is no such misstatement. If there were nothing in the book which might lead a reasonable man in the critic's position to take the same view, it might be held that this was not fair criticism. But the force of gravity is well enough established for the Courts to take judicial cognizance of it; and they are hardly likely to hold that this statement, if made merely as a deduction from the author's treatment of his subject, was so unfounded as to be a libel, rather than a fair though strong criticism.—*Harvard Law Review.*

MARINE INSURANCE—NOTICE OF ABANDONMENT.

For many years it has been considered a settled principle of the law of marine insurance that when the assured has given notice of abandonment to the underwriter he is entitled to recover for a total loss, provided that the facts of the case justified the abandonment and there was no restitution of the property insured before his action was brought. In *Ruys* v. *The Royal Exchange Assurance Corporation*, however, the defendants contended that if at any time before judgment the property was restored to the assured, his right of action was gone, though when the writ was issued all the elements of a constructive total loss existed. Fortunately, Mr. Justice Collins refused to disregard a rule on which the mercantile community has invariably acted. The reason for the rule is clearly explained in "Arnould on Insurance" (p. 14). The law must confine its regard to some fixed instant of time at which the facts may be ascertained for the purpose of judgment. If before the issue of a writ there be restitution of his property, the assured ceases to be in a condition requiring to be indemnified against a total loss. On the other hand, it would be a hardship on the assured if a claim fully justified by the facts existing when his writ was issued could be defeated by a subsequent change of circumstances. Unreasonable refusals on the part of underwriters to accept notices of abandonment and delay in the settlement of claims might inevitably follow.—*Law Journal* (*London*).

CERTIORARI.

The case of *Regina* v. *The Company of Watermen and Lightermen of the River Thames*, L.R. (1897), 1 Q.B. 659, points to a defect in the law as to *ultra vires* acts of non-judicial authorities. The company, under section 55 of its private Act of 1859 (22 & 23 Vict., c. cxxxiii), has the power to grant licences to watermen, and can, for certain purposes not specifically stated to include licensing, take evidence on oath. It granted a waterman's licence in the face of an objection that the applicant was not qualified. The objector sought to upset the decision by *certiorari*. But the Court refused the writ, taking the view that, like county councils in licensing matters, the Watermen's Company exercised no judicial powers. There seems no way out of this conclusion, for in all the cases in which *certiorari* is granted in respect of administrative proceedings there appears to be express statutory warrant for the application of this remedy, though the form of some old Acts—*e.g.* the Poor Law Amendment Act, 1834 (4 & 5 Wm. IV., c. 76), s. 106, shows that lawyers of past generations were by no means so sure as modern judges of the distinction between administrative and judicial proceedings.—*Ib.*

"*MENS REA.*"

The resort of judges to the old dicta about a guilty mind, which we criticised lately with reference to an adulteration case, has received some consideration in the Privy Council in *The Bank of New South Wales* v. *Piper* (May 21). The Bank had prosecuted Piper for selling and disposing of sheep and cattle, subject to a lien in favour of the bank, without the bank's written consent, contrary to the Colonial Act, 11 Vict., No. 4, s. 7. The Attorney-General of the colony had refused to file an indictment, and the bank were successfully sued for malicious prosecution, the Supreme Court of the colony holding that the offence for which the prosecution had been instituted could not be committed unless the seller acted with fraudulent intent. The Judicial Committee, on an examination of the statute, came to the opposite conclusion—viz. that the Legislature meant to make disposal of the mortgaged subjects without the written consent of the mortgagee a criminal offence. But the general propo-

sition of the Committee which merits our attention is as follows: "It is strongly urged that in order to the constitution of a crime whether common law or statutory, there must be a *mens rea* on the part of the accused, and he may avoid conviction by showing that such *mens rea* did not exist. This is a proposition which their lordships do not desire to dispute; but the questions whether a particular intent is made an element of a statutory crime, and, when that is not the case, whether there is an absence of *mens rea* in the accused, are questions entirely different, and depend on different considerations. In cases where a statute requires a motive to be proved as an essential element of the crime, the prosecution must fail if it is not proved. On the other hand, the absence of *mens rea* really consists in an honest and reasonable belief entertained by the accused of the existence of facts which, if true, would make the act charged against him innocent. The case of *Sherras* v. *De Rutzen*, 64 Law J. Rep. M.C. 218; L.R. (1895) 1 Q.B. 918, is an instance of its absence." The decision of the Judicial Committee, which was with reference to an indictable offence, is certainly not calculated to strengthen the judgment in *Derbyshire* v. *Houliston* (noted *ante*, p. 280).—*Ib.*

INJURY TO THE NERVES.

The primitive common law cared little for nerves. It dismissed nervous sufferings contemptuously as sentimental. But one of the best qualities of the common law is its power of adjusting itself to the changing conditions of the social environment. In divorce, for instance, the conception of cruelty is no longer confined to bodily injury or reasonable apprehension thereof. It includes conduct endangering a wife's health or injurious to her feelings, and the same principle is spreading to torts. It is true if an express train whizzes by you without touching you that you can get no redress for the fright, though the shock may shatter your nervous system. There must be 'impact' (*The Victorian Railway Commissioners* v. *Coultas*)—so much mediæval materialism still clings to our law, but such an alarm differs, *toto cælo*, from a malicious hoax like that of telling a wife that her husband is lying disabled by an accident (*Wilkinson* v. *Downton*). Here are all the elements of a genuine tort or wrong, and it would be a reproach to any system of law if such a hoax were

not actionable as well as stupid and cruel. Mr. Justice Wright's decision constitutes, no doubt, a new departure; it opens a vista of possibilities fraught with problems for the judges of the future; but it is a new departure for which the age is ripe. All rational beings are now agreed that an injury to the feelings and to the nerves is as real an injury as, and often a much worse injury than, one done to the body.—*Ib.*

THE MEDICAL PROFESSION AND THE LAW.

Doctors, says the *Law Journal*, are between two fires. If they disclose secrets in breach of professional confidence, the *Kitson-Playfair Case* is a warning of the Nemesis which may overtake them at the hands of a jury. Now we have another picture presented to us in a Scotch case, wherein the consequences of being loyal to professional honour were disastrous. The doctor in the case in question was insured under an accident policy covering, *inter alia*, blood-poisoning. In operating on a lady patient afflicted with syphilis, he scratched his finger and set up blood-poisoning. The injury was within the policy, the evidence clear, the doctor's *bona fides* unimpeachable; but the insuring company claimed to have the name of the lady patient. The doctor would not give it; his collegiate oath pledged him not to; and the Court in consequence dismissed his claim, on the ground that he had not furnished the evidence required, that is to say, the best evidence. It comes to this, as Lord Young, who dissented, observed, 'that however candid and credible the pursuer's statements may be, and however much they may be believed and supported by evidence . . . his claim must be rejected unless he is prepared to do what is confessedly dishonourable, that is to disclose the name of the patient from whom he received the infection.' Medical men will in future, we may safely predict, fight shy of this sort of insurance company.

GENERAL NOTES.

THE OLDEST WILL.—The oldest will extant, unearthed by Professor Petrie at Kahum, Egypt, is at least four thousand years old. In its phraseology the will is singularly modern in form, so much so that it might be admitted to probate to-day.

SALARIES OF U.S. JUDGES.—The salaries of U.S. judges are engaging the attention of Congress. Bills are pending to raise the salary of the district judges to $6,000, and to reimburse them for their expenses when travelling and holding district or circuit courts other than their own. "It is well known," says the *Albany Law Journal*, "that our Federal judges are under-paid for the important and exacting public services they render to the people and the country. The salary of $5,000 is entirely insufficient for the ability, learning, and labour required of them. Under the present system these judges are subject to judicial service in three different Courts—viz., the District Court, the Circuit Court, and the Circuit Court of Appeals. The circuit judges now receive $6,000, and there is no apparent reason why the district judges should not get as much. It is a matter of surprise that so many lawyers of eminent ability are willing to give up more lucrative practice to accept positions on the Bench."

JUDGMENTS PAST AND PRESENT.—Judges have frequently been charged of late with adding to the law's delay by inordinately long judgments. The criticism is not always without some foundation; but the failing is not peculiar to the present occupants of the Bench. In the Kenyon Manuscripts is this letter, written in 1801 by Lady Kenyon to the Hon. George Kenyon: "I asked L—— how the Chancellor (Lord Eldon) and Lord Alvenley (Chief Justice of the Common Pleas) were liked in their Courts; he says the first is very great in his manner of doing business. His summing-up is very instructive, but takes too much time, as he gives his full reasons for his judgment in all cases, which can never get on, and he complains that he finds it hard work. Lord Alvenley does extremely well in his business, but talks to the jury and witnesses so much it lets down the dignity of the Court, and as this is more public than the Rolls, it is much to be lamented."

THEFT OF ELECTRICITY.—The *Electric Review* credits a German Court with an extraordinary decision to the effect that electricity cannot be stolen. The charge was that the accused had tapped an electric light company's main, and stolen several thousand ampères of electricity, which he had used to run a motor; and the Court, on appeal, held that in Germany "only a movable material object" could be stolen, and consequently the accused was acquitted.

LORD BOWEN AND AUTHORSHIP.—*A propos* of Lord Bowen, says the *Law Journal*, it is a curious thing that he should never have written a law-book. He had the literary faculty strong in him. He had scholarship, culture, and learning. Who could have been better qualified to illuminate some branch of English law? But the desire of attaining immortality in that way seemed to him a 'doubtful passion.' 'You write a history of law or a treatise about it, and then a puff of reform comes and alters it all, and makes your history or treatise useless.' But is not this desponding philosophy just as true of the writing of books on any progressive science? The historian formulates his theory, say, of the early history of Rome. New records come to light, and the theory has to be reconstructed. A philosopher like Locke gives us a theory about the human mind. Later psychology upsets it, but would we wish the "Essay on the Human Understanding" unwritten? Blackstone's work, as Sir Frederick Pollock says, must be done over again, in the light of the records which the Selden Society is producing and of comparative jurisprudence, but have those splendid "Commentaries" been written in vain; or is "Ancient Law" less an epoch-making book because Sir Henry Maine's conclusions may not be final? No! the work of Niebuhr and Locke and Blackstone and Maine has served its purpose in systematising by their generalisations all the knowledge that was available at their respective periods. They have made the work which supersedes them possible. The only true immortality belongs to poets—and law reporters.

CONTEMPT OF COURT.—In *Seaward* v. *Paterson*, the Court of Appeal, in affirming the decision of Mr. Justice North committing a man to prison for contempt of Court by disobeying an injunction, have in appearance somewhat enlarged the law as to contempt. The injunction forbade the continuance by Paterson, his servants and agents, of certain glove fights at the Queensberry Club, which had been adjudged to be a private nuisance (cf. *The Pelican Club Case* (1890), 7 Times L.R. 135). One Murray, not a party to the action, but having notice of the injunction, continued the nuisance, and the result of his so doing has been a decision that any person aiding and abetting disobedience to an injunction of which he has notice, whether he is or is not a party to the action in which it is granted, and whether he is or is not a servant or agent of the party enjoined,

is liable to attachment or committal for contempt of Court. In other words, the common law and statutory rules applicable to misdemeanours generally also extend to contempt of Court, even though the contempt, as in the present case, is not held to be in a criminal cause or matter.—*Ib.*

CANADIAN LAW BOOKS IN LONDON.—A Canadian Law Library has been established in London. Statutes, reports, and gazettes have been received by the librarian, Mr. S. V. Blake, from the Dominion and most of the provinces, and a valuable collection of French law works has been lent to the library. The library occupies a modest apartment at 17 Victoria Street, Westminster, in the same building with the office of the High Commissioner for Canada, and will doubtless be found a great convenience by the members of the Canadian profession who visit London.

MR. ODGERS, Q.C.—This gentleman, who is well known as a specialist on the law of libel and slander, has been appointed Recorder of Winchester. Mr. Blake Odgers is the son of a distinguished Unitarian minister, who preached at Plymouth during twenty years and at Bath for a similar period. The newly appointed Recorder is himself a leading member of the same religious body, being a vice-president of the British and Foreign Unitarian Society, and the treasurer of the Unitarian Sunday School Association. He was born at Plymouth forty-eight years ago, and was educated at King Edward's Grammar School in Bath and at University College, London. His career at Trinity College, Cambridge, was a very successful one. A few years later he obtained the degree of LL.D. at Cambridge and of B.A. at London. Both universities have honoured him in his professional capacity. He was for three years an examiner for the Law Tripos at Cambridge, and he holds the position of examiner in common law at the University of London. He was called to the Bar at the Middle Temple in 1873, and joined the Western Circuit. The honour of silk was conferred upon him in 1893.

INCREASE OF POPULATION DESIRED.—The *London Law Journal* says:—France is beginning to awaken to the dangers of depopulation, and, like Rome, is seeking the remedy in the encouragement of marriage—perhaps it would be more correct to say in the removal of obstacles to marriage. That acute

observer, M. Taine, finds in old Capulet and his rough words to the fair Juliet the type of the British father, and sees corroborative traces of his domineering temper in the fact that the English son still speaks of his father as "the Governor." But in truth the *patria potestas* is far more potent with the Latin races, than with ourselves. The young Frenchman who wishes to marry the lady of his choice is not emancipated even at the mature age of twenty-five. If his parent disapproves he must present an *acte respectueux*, drawn up by a notary, soliciting permission, and if it is not accorded he must go on presenting *actes respectueux* year after year. No romance, however sublime, can stand much of this sort of thing, and the fruit of it is found in the multiplication of irregular unions. In the hope of checking these the French Legislature has limited the *actes respectueux* to one and dispensed with the notary—that expensive luxury —altogether. Let us hope that youths and maidens will appreciate these concessions and flock to the hymeneal altar, but when once the anti-matrimonial tendency has set in in an overripe civilization, bachelor taxes or premiums on matrimonial engagements are apt to have little efficacy."

X Ray Pictures as Evidence.—A District Court of Colorado has had occasion to determine the rule of law governing the admission in evidence of shadowgraphs or photographs made by what is known as the cathode or X-ray process. The Court held such photographs were admissible as secondary evidence upon the same ground as maps or drawings. A similar conclusion was arrived at in an English Court of Justice many months ago.

Accident Insurance.—A curious case has arisen in Paris. M. Henri Martin, chief editor of the *Courrier de Lyon*, was found dead in his room, hanging from a cord passed over a hook in the ceiling and attached to a dog-collar around his neck. His life was insured for 30,000 francs, which the insurance company refuses to pay on the ground that he committed suicide. He had, however, been publishing articles on the scientific side of hanging, and was preparing one describing the sensations of a hanged man. The counsel for his family will contend that he was making experiments on himself, and that his death was accidental.