THE

LEGAL NEWS.

VOL. XX. JUNE 1, 1897. No. 11.

CURRENT TOPICS AND CASES.

The decision in *Wilkinson* v. *Downton*, noted in the present issue, is the latest on the subject of mental shock. The case arose from a practical joke of the worst sort. The court has decided that the injury suffered by the victim of a cruel hoax is not too remote a consequence of the act to hold the perpetrator responsible. Persons who are addicted to heartless and stupid tricks of this nature will receive no sympathy when they come within the reach of the law.

A number of changes and appointments were made by the outgoing government in the prothonotary's office at Montreal. Presumably these changes are the outcome of the official inquiry that has been proceeding for several months past into the working of the different departments, and the inequality of the salaries paid to the employees. It is to be regretted, however, that the new appointments and changes should even in appearance seem to have been hastened by the de feat of the government. The organization of the prothonotary's office in Montreal is a matter of great importance, and although official inquiries during the past ten years have not been few, the result has not been remarkably apparent.

Reference was made recently to eccentricities of legislators. One of the strangest of these proposals was made by a member of the Kansas legislature, who incorporated the ten commandments in a draft bill, and sought to have it made part of the criminal law of the State. The preamble reads as follows :—

AN ACT TO GIVE STATUTORY FORCE TO THE TEN COMMANDMENTS.

Whereas, The men of the present generation have become doubters and scoffers; and

Whereas, They have strayed from the religion of the fathers; and

Whereas, They no longer live in the fear of God; and

Whereas, Having no fear of punishment beyond the grave, they wantonly violate the law given to the world from Mount Sinai.

Ten sections follow, each of the commandments constituting a section. The eleventh section provides penalties for offences under the Act.

The May list of the Court of Appeal at Montreal showed a sudden increase from 29 cases, at which figure the list had remained for three terms, to 42, an increase of ten over the list for May, 1896. The bar will not regret to see some evidence of a return to the active business which formerly existed in this court. The increase in itself is not surprising when it is remembered that the Court of Review and the Superior Court during the last eight months have poured forth an unusual number of judgments, as the result of the effort to clear the rolls. The May term lasted somewhat longer than those of the last year or two, but nevertheless it was brought to a close on the eighth day of the sittings.

The death of Mr. S. B. Bristowe, Q. C., recently judge of the Southwark County Court, recalls the fact that he was the victim, some years ago, of a form of revenge which is now happily rare. In 1889 he was county judge of Nottinghamshire, and one day while he was standing on the railway platform at Nottingham, a disappointed

suitor fired at him, and the injury was so serious that his life was for some time in danger. It was before the X rays were discovered, and he carried a bullet in his body for the rest of his life. Judge Bristowe, although suffering great physical pain, continued to sit until a few days before his death.

The vacant position of Judge of the Vice-Admiralty Court at Quebec has been filled by the appointment of Mr. Justice Routhier. He is gazetted as "a local judge in admiralty of the Exchequer Court for the Quebec Admiralty district." The duties of the office are now extremely light, not more than one or two cases usually coming before the court in the course of a year. Mr. Justice Routhier retains his position as a judge of the Superior Court, and receives an additional sum of $1000 per annum for the Vice-Admiralty work. A saving of about $1500 is thereby effected. If special knowledge of marine affairs be not essential, no very good reason seems to exist why the duties should not be performed by the Superior Court judges at Quebec, as part of their ordinary work.

Liberal governments evidently do not make the reduction of professional representation in the cabinet one of the planks of their platform. The new Quebec Cabinet has only one mercantile representative. The premier and treasurer, Hon. F. G. Marchand, is a notary and journalist. The provincial secretary and registrar, Hon. J. E. Robidoux; the attorney-general, Hon. Horace Archambeault; the commissioner of agriculture, Hon. F. G. Miville Déchène; the commissioner of lands, forests and fisheries, Hon. S. N. Parent; the commissioner of colonization and mines, Hon. A. Turgeon; the commissioner of public works, Hon. T. Duffy; and the Hon. G. W. Stephens, member without portfolio, are all lawyers. The medical profession has one representative in Hon. J.

J. E. Guerin, without portfolio. The only mercantile representative, Hon. J. Shehyn, is without portfolio. The bar of Quebec cannot be charged with excessive diffidence in asserting their pretensions.

After an honourable judicial career of forty-two years, Chief Justice Hagarty, of the Court of Appeal, Ontario, has retired from the bench, and has been succeeded by Mr. Justice Burton, a member of the same court. Chief Justice Hagarty has filled the office of Chief Justice for thirteen years. The vacancy in the Court has been filled by the appointment of Mr. Moss, Q.C., of Toronto.

NEW PUBLICATION.

A TREATISE ON THE LAW OF EVIDENCE.—By the late Judge PITT TAYLOR. Ninth Edition.—By G. PITT-LEWIS, Q. C. With notes as to American law by Charles F. Chamberlayne. Two volumes. Toronto, The Carswell Co., Publishers.

It may be noted, in the first place, with respect to this new edition of a standard work, that it is the first London law book printed in Canada, and contains every page of the London edition. And the price ($12.50) is considerably lower than that for which English law books can usually be purchased.

There are some features which distinguish the present edition from those which preceded it. American notes, containing United States and Canadian decisions, have been specially prepared for the use of lawyers on this side of the Atlantic, which are not to be found in the English edition. The matter in the previous edition has been abridged by the elimination of so much of it as related to mere details of practice. In the table of cases, references have, for the first time, been furnished to every report of each case which could be ascertained to exist; and to save repetition these references are given in a separate table, the footnotes merely giving the date of the decision. The English editor states that a further large saving of space has been made by "remorselessly pruning all exuberance of expression, even sometimes, it may be, at a sacrifice of style and rhetorical effect." As a general rule we should be sorry to see this system applied to classic writings. But in a work dealing with the law of evidence exuberance of expression and rhetorical effect may be dispensed with, though the style of the author should be altered as little as possible. The necessity for compression, however, may be realized when it is noted that the table of cases cited extends over 235 pages of

small type, and the Index occupies 270 pages. We do not find that Quebec cases have been much drawn upon in the American notes; but the difficulties of the French language, in which a considerable number of the reports appear, may be responsible for this to some extent.

An excellent service has done for the profession in Canada by placing this work in their hands, and we trust that the enterprise of the publishers will be amply rewarded.

QUEEN'S BENCH DIVISION.

LONDON, 6th May, 1897.

Before HAWKINS and WRIGHT, JJ.

DERBYSHIRE v. HOULISTON (32 L. J.)

Adulteration—Written warranty—Nature, substance, and quality of article demanded—Scienter—Sale of Food and Drugs Act, 1875, (38 & 39 *Vict. c.* 63) *s.* 27.

Case stated by the stipendiary magistrate for the city of Manchester.

The appellant was summoned under section 27 of the Sale of Food and Drugs Act, 1875, upon the information of the respondent (an inspector of nuisances for the city of Manchester), for giving, on September 8, 1896, a false warranty in writing to a purchaser, to wit Martin Hopkins, in respect to an article of food, to wit butter, then sold by him to the said Hopkins; and subsequently, to wit on September 16, 1896, sold by Hopkins to the respondent, the said article not being of the nature, substance, and quality of the article demanded by the respondent.

By section 27 of the Sale of Food and Drugs Act, 1875, it is provided that 'Every person who shall give a false warranty in writing to any purchaser in respect of an article of food or drug sold by him as principal or agent, shall be guilty of an offence under this Act, and be liable to a penalty not exceeding twenty pounds.'

On September 16, 1896, the respondent purchased at the shop of Hopkins, a pound of butter, marked 'Pure Butter, 10*d.*' The butter was adulterated, containing 23 per cent. of water.

Hopkins had, on September 8, 1896, purchased the butter from the appellant as being the same in nature, substance, and quality as that demanded of him by the respondent, and with a written warranty to that effect. The written warranty contained the words, 'Warranted Pure Butter.' Hopkins had no reason to believe at the time when he sold it that the article was otherwise,

and he sold it in the same state as when he purchased it. The appellant purchased the butter on August 22, 1896, from one Moloney, as the same in nature, substance, and quality as that so sold by the appellant to Hopkins, and with a written warranty to that effect, and the appellant had no reason to believe at the time when he sold it to Hopkins that the article was otherwise, and the appellant sold it in the same state as when he purchased it. The written warranty received from Moloney by the appellant contained the words, 'Guaranteed Pure Irish Butter.'

The magistrate being of opinion that it was not necessary to prove that the appellant at the time when he gave the warranty to Hopkins knew that it was false, convicted him.

C. A. Russell, Q.C. (*F. H. Mellor* with him), for the appellant, contended that guilty knowledge on the part of the appellant in giving the warranty to Hopkins must be shown.

The COURT held that guilty knowledge must be shown, and quashed the conviction.

Conviction quashed.

QUEEN'S BENCH DIVISION.

LONDON, 8th May, 1897.

WILKINSON ET UX. v. DOWNTON (32 L. J.)

Damages—Mental shock—Deceit—False statements intended to deceive—Illness consequent upon shock so caused—Right of action—Remoteness.

Further consideration of an action, tried before Wright, J., and a jury, upon the question whether the action was maintainable and damages recoverable.

The plaintiffs, a licensed victualler and his wife, sought to recover damages from the defendant for false, fraudulent, and malicious representation under the following circumstances.

On April 9, 1896, Wilkinson went to some steeplechases. On the evening of that day the defendant called at his public-house and told Mrs. Wilkinson that there had been a "smash-up" of the waggonette in which her husband and his friends were returning from the steeplechase meeting; that her husband was lying at a public-house on the road very seriously injured, and with his legs broken; that her husband desired the defendant to request Mrs. Wilkinson to come to him at once and bring certain articles necessary for his comfort.

This story turned out to be an absolute fiction; but the distress of mind undergone by Mrs. Wilkinson till the hoax was discovered brought on an illness which for a time endangered her life, and put the plaintiffs to great expense. In answer to questions left to them by the learned judge, the jury found that the defendant spoke the words alleged; that he meant them to be heard and acted on; that they were believed and acted on; that they were false to his knowledge; that Mrs. Wilkinson's illness was the effect of the shock from the words. They assessed the damages at 100*l.*

WRIGHT, J., held that the action was maintainable. The defendant had wilfully done an act calculated to cause, and which had caused physical pain to the female plaintiff, and had infringed her legal right to personal safety. The effect of this act was not too remote to be regarded in law as a consequence for which the defendant was answerable. Judgment for the plaintiffs.

COURT OF APPEAL.

LONDON, 9th March, 1897.

Before LINDLEY, L. J., SMITH, L. J., RIGBY, L. J.

SIMPSON v. HUGHES (32 L. J.)

Contract by letters—Acceptance—Sale of land—Inquiry as to date of purchase—Request that fences should be attended to.

Appeal from a decision of Romer, J. (reported 66 Law J. Rep. Chanc. 143; W. N. (1896) 179).

H. was the owner of freehold land, and his agent wrote to S. offering to sell the land. S. accepted the offer, but added, "I should like to know from what time H. wishes the purchase to date"; and also, "You do not mention the fences, but I should be obliged if they may be seen to at once, as they really need attention."

Romer, J., held that the letter of S. was a complete acceptance of the offer, and from this decision there was an appeal.

Their Lordships dismissed the appeal. They said that the question as to the date of the purchase did not negative the inference that the completion was to be within a reasonable time, there being no date fixed; and there was nothing in that or in the remark as to the fences which introduced a new term, or detracted in any way from the distinct acceptance contained in the former part of the letter.

SUPERIOR COURT OF BALTIMORE CITY.

17 February, 1897.

Before RITCHIE, J., and a Jury.

ANNIE O. CROZIER v. THE HOME LIFE INSURANCE CO.

Life insurance—Suicide—Onus—Admissions in proofs.

Under a condition which provides that "self-destruction" will render the policy void, the assured will be entitled to recover unless the self-destruction was intentional.

Where it appears that death was the result of accident or suicide, and there is no evidence to show which was the cause, or where, from all the evidence, the cause of death may be equally referred either to accident or design, the presumption of law is that death was accidental.

The onus of suicide or intentional self-destruction is on the defendant.

Statements in the proofs of death are evidence of admissions or declarations as against the assured.

Rulings of Ritchie, J., on the prayers in the cause.

There is but one question for the jury to pass upon, and I think the case can be submitted in a much simpler manner than it is proposed to do by the counsel on either side. So far as the right to recover on this policy is concerned, I will, therefore, reject all the prayers on both sides, and will give the jury one brief instruction, which, I think, states the law to which each side is entitled.

As I have said, there is but one question in the case. There is no controversy over any fact material to the right of the plaintiff to recover, except as to how Wm. W. Crozier, the insured, shot himself. Did he do it accidentally, or did he do it intentionally? If he did it accidentally, then the plaintiff is entitled to recover; if he did it intentionally, then the plaintiff is not entitled to recover. There is no evidence of insanity in the case, and the only question for the jury is, did Crozier shoot himself intentionally, or not?

The defendant, however, contends that the proofs of death contain an admission by the plaintiff that the shooting was intentional, and that, therefore, the court should instruct the jury to find a verdict in its favor.

The policy sued on was issued on the condition, among others, "that for two years after the date of issue of the policy * * * self-destruction, while sane or insane * * * will render the policy void."

The plaintiff proved by uncontradicted testimony the issue of the policy, payment of premium, death of the insured during the life of the policy, and the due delivery of proper proofs of death. Proof of these facts, uncoupled with anything that qualified their force, would make out a *primâ facie* case in favor of the plaintiff. The proofs of death, however, contain the statement that the insured "shot himself with a pistol," and at the close of the plaintiff's case (death having occurred within the two years), the defendant asked for a verdict in its favor on the ground that this statement was an admission that the assured had committed suicide.

While the proofs of death, as against the company, are evidence only of the fact of a compliance with the condition of the policy, any statements therein, as against the assured, are evidence of admissions or declarations: 46 Md. 313; 22 Wall. 32; 142 U.S. 691; 2 Biddle, Sec. 1013; Bliss. Sec. 265; 15 So. R. 388.

The defendant, therefore, had a right to avail itself of the admission that the insured had "shot himself," and, there being at that stage of the case no evidence of the circumstances under which his death occurred, nor any evidence to qualify or counteract this admission, the defendant would have been entitled to a verdict, if he "shot himself," necessarily meant suicide. But, standing alone, such is not its meaning. This admission might mean "shot himself" accidentally just as well as "shot himself" intentionally, and its import must therefore be determined by the presumption which applies to such a case.

Where it appears that death was the result of accident or suicide, and there is no evidence to show which was the cause, or where from all the evidence the cause of death may be equally referred either to accident or design, the presumption of law is that death was accidental: Bliss. Sec. 367; Lawson, Presumptive Ev., 192; 57 N.Y. 52; 57 Ill. App. 315; 15 So. R. 388; 28 S. W. R. 837; Ency. 45.

The presumption, therefore, from the mere admission that the insured "shot himself," is that the self-destruction was accidental, and, if accidental, the plaintiff is entitled to recover. Authorities *supra* and 42 Md. 417; 93 U. S. 287; 2 Biddle, Sec. 831. A *primâ facie* case was therefore made out by the plaintiff. The twenty-first answer of Dr. Slater as to the manner of the shooting, taken in connection with his previous answers, amounts to

nothing more than the statement just considered, and it is also manifest that he had no personal knowledge on the subject.

The plaintiff having thus made out a *primâ facie* case, the *onus* of proving the defence of suicide, or intentional self-destruction, was on the company: Bliss. Sec. 367; 142 U.S. 691; 71 Hun, 146; 28 S.W.R. 837; 15 So. R. 388.

The only thing, therefore, for the consideration of the jury (the plaintiff having offered no evidence in rebuttal as to the circumstances under which the insured shot himself), is the sufficiency of the evidence offered by defendant to prove suicide, and the *onus* of proving suicide being, as stated, on the defendant, the plaintiff is entitled to recover unless the jury believe that he shot himself intentionally; if the jury believe that he shot himself intentionally, then the plaintiff is not entitled to recover, and I will give an instruction to this effect.

RECENT U.S. DECISIONS.

GAS EXPLOSIONS.—The explosion of a public sewer on account of the formation of gases from crude petroleum, which was turned into it by city authorities after escaping from oil works, is held, in *Fuchs* v. *St. Louis* (Mo.), 34 L. R. A. 118, to render the city liable for the damage, if the city did not exercise due care to avoid such explosion.

CARRIERS OF PASSENGERS—LIABILITY AS TO BAGGAGE.—The omission of a passenger to call for her trunk until the day following that of arrival at her destination is, under ordinary circumstances, unreasonable, and therefore the carrier ceases to be responsible as such, and is liable merely as a warehouseman. (*Wiegand* v. *Central R. Co. of New Jersey*, U.S.C.C. Penn., 75 Fed. Rep. 370.)

TELEGRAPH COMPANY.—A rule of a telegraph company not to deliver messages outside of a half-mile limit is held, in *Western Union Telegraph Co.* v. *Robinson* (Tenn.) 34 L.R.A. 431, insufficient to excuse a delay in delivering a message sent to a small town a few miles away, summoning a minister of the gospel to a person near death, when the rule was not known to the sender and was not known to the agent, who received the message about dark, stating that it could be delivered that night. This case has a note reviewing the decisions on the limit for the delivery of telegrams.

RESPONSIBILITY.—A new application of settled principles to a case without precedent is made in *Kujek* v. *Goldman* (N.Y.), 34 L.R.A. 156, which holds that a man who induces another to marry a girl by false representations that she is virtuous when in fact she has been seduced by himself, and has become pregnant, is liable for damages in an action by the husband for the fraud.

ARSON.—A man who burns his own house is held, in *People* v. *De Winton* (Cal.), 33 L.R.A. 374, to be guilty of arson only when some part of the house at least was in the possession of another person. The California statutes are said not to have changed the common law on this point.

RESPONSIBILITY OF CITY TREASURER.—Forcible robbery of a city treasurer is held, in *Healdsburg* v. *Mulligan* (Cal.), 33 L.R.A. 461, to be a defence to an action upon his bond, where the constitution and laws of the State make him a bailee and not a debtor.

DECEIT.—The purchase of goods on credit, intending not to pay for them, is held, in *Swift* v. *Rounds* (R.I.), 33 L.R.A. 561, to render the purchaser liable to an action for deceit.

OFFERING BRIBE TO JUROR.—An indictment for the crime of offering a bribe to a juror is held insufficient, in *State* v. *Howard* (Minn.) 34 L.R.A. 178, because it failed to aver explicitly the knowledge of the accused that the person bribed was a juror, or to allege anything to show that the money offered was of value, but merely alleged that he offered "a bribe and money of value."

CONTRACT—BREACH.—Taking stock in or helping to organize or manage a corporation formed to carry on a business after one has agreed on the sale of such a business not to continue it in that locality, is held, in *Kramer* v. *Old* (N.C.), 34 L.R.A. 389, to constitute a breach of the contract.

RAILWAY—DUTY TO PASSENGER.—The duty to awaken a passenger in a sleeping car in time to permit preparation for changing cars in a suitable and decent manner is affirmed in *McKeon* v. *Chicago M. & St. P. R. Co.* (Wis.) 35 L.R.A. 352. The fact that there is no stipulation for this in the contract of carriage is held insufficient to relieve the carrier of the duty to awaken the passenger before reaching the station, or else to hold the train long enough to permit the change of cars to be made suitably and decently.

MASTER AND SERVANT.—The exposure of a servant to a contagious or infectious disease, of which the servant is ignorant and unable to know by the exercise of ordinary care, when the master knows, or ought to know the danger, and does not warn the servant, is held, in *Kliegel* v. *Aitken*, (Wis.) 35 L.R.A. 249, to render the master liable if the servant contracts the disease.

CRIMINAL LAW.—The dismissal of a jury in a criminal case, merely because a witness is absent, is held in *State* v. *Richardson* (S.C.), 35 L.R.A. 238, to amount to an acquittal, which will make any subsequent attempt to prosecute the prisoner a second jeopardy.

CARRIER—STATE POWERS.—A State statute prohibiting a carrier from contracting for an exemption from the negligence of a connecting carrier, when the first carrier undertakes to transport property to a point beyond its own route, is held, in *McCann* v. *Eddy* (Mo.), 35 L.R.A. 110, to be valid, and not to amount to an unconstitutional regulation of interstate commerce.

PROMISSORY NOTE.—A promissory note signed by a person who is *non compos mentis*, though negotiable in form, is held, in *Hosler* v. *Beard* (Ohio), 35 L.R.A. 161, to be subject to the same defences when in the hands of a *bonâ fide* holder that it was subject to in the hands of the payee. The other authorities on the rights of *bonâ fide* holders of the notes of insane persons are found in the annotation to the case.

CITY CONTROL OVER STREETS.—The determination of a city council that trees growing on a sidewalk are an obstruction to travel is held, in *Vanderhurst* v. *Tholcke* (Cal.), 35 L.R.A. 267, to be conclusive, where the charter gives the council general control of the streets, with power to define, prevent, and remove nuisances.

GENERAL NOTES.

ROBBERY OF A JUDGE.—Judge Addison, Q.C., a county court judge, was the victim recently of a daring robbery in open daylight. While the judge was walking down Westminster Bridge Road, in the direction of the bridge, his watch and chain, valued at fifty guineas, were suddenly snatched by a man who immediately ran off. The judge followed, and a constable appearing the culprit was seized.

THE INNS OF COURT.—Of the forty-nine students who became barristers on May 12, twenty-six, or more than half, belong to the Inner Temple, eleven to the Middle Temple, six to Lincoln's Inn, and a like number to Gray's Inn.

INJURY TO THE NERVOUS SYSTEM.—In an action tried before the Lord Chief Justice the other day, in which a railway company was sued for damages for personal injuries, the chief medical witness stated that the plaintiff's nervous system was injured, and would probably never improve. "Isn't it true that litigation is bad for the nerves?" asked Mr. Darling, Q.C., in cross-examination. The doctor admitted that it was. "And it is probable that his nerves will get stronger after this litigation is over?" The doctor was less ready to admit this. The Lord Chief Justice came to his assistance by suggesting that the answer would depend upon the verdict of the jury. "So, doctor, you prescribe damages as a cure?" was Mr. Darling's final question, and the answer was a smile.

ATTENDANCE OF THE JUDGES AT THE HOUSE OF COMMONS.—A precedent for Mr. Gibson Bowles' motion to require the attendance of the judges at the House of Commons was established in 1689, when it was ordered "that Sir William Williams and Mr. Windham, members of this House, do acquaint the Lord Chief Baron Atkins, Mr. Justice Dolben, Mr. Justice Gregory, Mr. Justice Powell, and Mr. Baron Neville, that the House doth desire to speak with them to-morrow morning." On the following day, pursuant to this order, the Lord Chief Baron and his colleagues attended at the door, and were called in to state why they had been displaced from being judges. "There was," says the *Commons Journal*, "a chair ordered to be set for them within the bar, and they were severally called in and stood behind the same, the Serjeant with his mace standing by on the right hand, and being severally asked why they were displaced from being judges they severally gave an account thereof to the House." In this connection it is interesting to note, says the *Times*, that, although several of the judges attended, one chair only was set for them, as they were not to sit down in it. "The difference between the mode of reception of peers and judges has been that the Speaker informs the peer 'that there is a chair for his lordship to repose himself in'; to the judge the Speaker says, 'that there is a chair to repose himself upon'—*i.e.* as explained by the usage, for the person to rest with his hand on the back of

it." It is stated in "Grey's Debates," vol. vii, p. 378, that when Lord Chief Justice North was called before the House of Commons on October 28, 1680, he "sat down" in the chair prepared for him, but Hatsell questions the accuracy of this.—*Law Journal.*

PUBLICATIONS OF THE SELDEN SOCIETY.—The Selden Society is about to issue the eleventh volume of its publications, "Select Pleas in the Court of Admiralty, vol. ii., A.D. 1547-1602," edited by Mr. Reginald G. Marsden. It contains about two hundred cases and documents of the reigns of Edward VI., Mary, and Elizabeth, when the jurisdiction of the Admiralty was at its zenith, and a summary of all the cases dealt with in the period. It also illustrates the foreign policy of Elizabeth, the Armada, marine insurance in 1548, &c. The introduction treats of the history of the Court between the fourteenth and eighteenth centuries, gathered from original documents, including the later records, many of which are State papers not calendared in "S. P. Dom." or, it is believed, to be found or referred to elsewhere.

"UNLOADED" GUNS.—The lamentable death at Hoxton at once illustrates the penetrative power of the new Lee-Metford rifle and raises again the question of the criminal liability of those who play with firearms without taking proper steps to see whether they are loaded or not. On March 6 a Mrs. Nevard was in her shop in Hoxton Street when she was killed by being shot through the head. On inquiry it was discovered that a volunteer named Lowrie had gone into the bar of a club in Hoxton Square with a Lee-Metford rifle. He appears to have had some instruction in its use, and was showing it about as a novelty. Another person present had a cartridge, which was put into the rifle, it is said, in the belief that it was blank; and the rifle in some way was fired off. The bullet went through a ticket-box, through a partially open door, a window, the head of the deceased, a wooden partition, and a piece of cat's meat. The coroner is investigating the exact circumstances of the firing, and Lowrie is under remand on a charge of manslaughter; and it is to be hoped that the result of the two inquiries will be the laying down of some definite and comprehensible rules of responsibility for persons playing with firearms.—*Law Journal* (London).

OARSMEN IN THE COURT OF APPEAL.—At the suggestion of a number of prominent university oarsmen, an invitation, says the *Times*, has been given to Lord Esher (Master of the Rolls), Lord Macnaghten, Lord Justice Smith, and Lord Justice Chitty, to a dinner in celebration of the remarkable fact that at the present time no fewer than four appellate judges, including one-half of the Court of Appeal, are old rowing Blues. The invitation has been cordially accepted by the four distinguished guests, and the dinner will take place at the Trocadero Restaurant on Monday, May 31.

A FAIR DIVISION.—An amusing story as to the way in which Acts of Parliament are drafted and amended was told by the Lord Chancellor in speaking in the City on the codification of the statutes. An Act was once passed which imposed a pecuniary penalty for the falsification of parish registers, half of which was to go to the informer, and the other half to the Crown. In a subsequent and amending Act this was changed to transportation for seven years, but the remaining words were not altered, so that half the transportation was to go to the informer, and the other half to the Crown.

WRITTEN INSTRUCTIONS TO JURIES.—The *London Law Magazine and Review*, in referring to legal matters in the United States, says: "At the last meeting of the Bar Association of the United States, many distinguished speakers advocated the abolition of written instructions to juries, a practice which very seldom obtains in England, although it would appear to be common in the United States."

MISDIRECTED ENERGY.—For eavesdropping in the court consultation room of the court house at Frankfort, Ky., Frank M. Robbins, a reporter of the Cincinnati (O.) *Times Star*, was arraigned for contempt of court, and was fined and sentenced to thirty days in jail. It was shown that Robbins in this manner heard the decision of the court in a murder case, and by means of flag signals to his associate, succeeded in conveying the decision to his paper an hour in advance of its announcement by the court.

BREAD ACTS.—The provisions of the London Bread Act (3 Geo. IV. c. cvi.), which forbid Sunday baking, work somewhat hardly as to Jewish bakers, who in obedience to their own faith may not bake on their own Sabbath, and by the law of a Christian land must not bake on Sunday. A good many prosecutions have been successfully instituted during this month.

MANSLAUGHTER BY NEGLECT.—A coroner's jury at Menheniot, after inquiry into the fatal accident on the Cornwall Railway, caused by the fall of a staging erected at Menheniot Bridge on February 10, returned a verdict of manslaughter against a foreman and ganger intrusted with the erection and supervision of the staging. This verdict rests on a different basis from that recently quoted by the High Court, inasmuch as there was evidence before the jury to indicate the existence of personal and individual duty on the foreman and ganger, and not the mere constructive corporate liability suggested in the Gloucestershire quarry case.

SINGULAR DISPOSITION OF JUDICIAL ROBES.—The death of Lady Bowen, widow of Lord Justice Bowen, occurred recently. Her shroud was made of Lord Bowen's judicial robes.

THE BASTARDY LAWS.—On December 31 a curious point was raised before Mr. Rose at the West London Police Court. A bastardy order had been made and considerable arrears had accrued when the man, who was married, died, leaving his wife in possession of the estate. The mother of the child applied for an order for recovery of the arrears, but the magistrate held that the order could not be enforced against the estate, and that the arrears could not be recovered. This is in accordance with the statement in "Martin on Maintenance and Bastardy" (2nd edit.), p. 100, and with the rule that where a new statutory right is given, the statutory remedy given for its violation is the only remedy. These orders are in a curious position as civil debts enforceable by special summary remedies. The acceptance of a composition, or scheme of arrangement, or discharge under a bankruptcy does not release the putative father from liability under such an order unless a special order of the Bankruptcy Court is made (Bankruptcy Act, 1890, ss. 3, 12, 10); nor can, it would seem, any receiving order be made on the debt created by a bastardy order, so that the civil remedy is peculiar and personal.—*Law Journal.*