THE

LEGAL NEWS.

VOL. XV. JULY 16, 1892. No. 14.

THE ACTION UNDER ART. 1056, *C. C.*

The Judicial Committee of the Privy Council has reversed the judgment of the Supreme Court of Canada in *Robinson* v. *C. P. R. Co.*, referred to at page 67. The reasons of judgment have not yet been received, but it is understood that their lordships were strongly of opinion that the view entertained by the majority of the Supreme Court, viz., that Art. 1056, C. C., gives the widow, or other relatives therein mentioned, a right of action only when at the death of the injured person there was a subsisting right of action, which, had death not ensued, he himself might have exercised, was untenable. This decision was generally anticipated, as their lordships would hardly have granted special leave to appeal in such a case unless they had felt grave doubts as to the soundness of the conclusion arrived at by the majority of the Supreme Court. As it is, the judgment accords both with the text of our Code and the intention of the enactment.

The question of the right of the defendants to a new trial on the ground of excessive damages was not pronounced upon by the Supreme Court, and the Judicial Committee expressly excluded the consideration of this question from the appeal. The defendants have the right, if they see fit, to go back to the Supreme Court on the

question of damages, but as the verdict has been maintained by two courts, an interference with it at this stage would be unusual and probably ineffective.

THE CRIMINAL CODE.

The session of the House of Commons, which has just come to an end, is chiefly remarkable, in a legal point of view, for the passage of the Criminal Codification Bill. The House of Commons gave great attention to this measure, and although it came before the Senate at a late period of the session, that body was induced by the leader of the Government, Sir J. J. C. Abbott, himself a veteran lawyer, to give it the necessary impetus to make it law. Sir J. J. C. Abbott met the objection of some of the members of the Senate, that the English Bill of 1880, on which this Code is based, had not been pressed, by stating that "the bill has not been pressed forward as a whole, but parts of it have become law from year to year, and now a large portion of that Bill has become incorporated into the law in that country. We find it better in this country to place the whole thing before the House at once, as one connected whole, and to make a Code of it." The Senate accepted this suggestion, and after making some useful amendments, the Bill was finally passed.

NEW PUBLICATIONS.

THE INSURANCE CORPORATIONS ACT, 1892, with practical notes and appendices. By Wm. Howard Hunter, B. A., Barrister-at-Law, with an introductory chapter by J. Howard Hunter, M.A., Barrister-at-Law. — Publishers: The Carswell Co., Toronto, 1892.

The passage of the *Insurance Corporations Bill* through the legislature of Ontario, last session, renders the appearance of this publication seasonable. The work, of course, is designed mainly for the use of the profession in Ontario, but it will be of service to lawyers in the other provinces, who may be called upon to advise clients

upon questions arising upon the law of insurance in that province. The provincial legislatures have exclusive jurisdiction in insurance matters, and the province of Ontario has been the most active in settling conditions of policies, and otherwise regulating the contract of insurance. It would seem that these laws have not been universally recognized. Now, however, the *Insurance Corporations Act* requires of every organization that undertakes insurance, in any form whatsoever, to be registered in the Provincial Department of Insurance, and to renew its registry from year to year. As one of the incidents of registration the applicant files his forms of contract as exhibits annexed to his sworn application; and he must, as may from time to time be required, exhibit his forms of contract then in actual use. The observance or non-observance of provincial law is thus directly ascertainable. The work is evidently prepared with much care, and is issued in the handsome form of the Carswell Co. publications.

SUPREME COURT OF CANADA.

OTTAWA, June 2, 1892.

Quebec.]

FLATT v. FERLAND.

Fraudulent conveyance—Action to set aside by a creditor—Amount in controversy—Appeal—Jurisdiction—R. S. C. ch. 135, s. 29.

In December, 1889, F., a trader, sold to G., respondent, certain real estate in Montreal which was mortgaged for $7,000, for $8,000 with a right of *reméré* for one year.

In January, 1890, F. made an assignment, and I. F. *et al.*, creditors of F. in the sum of $1,880, brought an action against G. to have the deed of sale of the property (which was valued at over $11,000) set aside as made in fraud of his creditors. G. pleaded that he was willing to return the property upon payment of the sum of $1,000 which he had advanced to F., and the courts below dismissed F. *et al.'s* action. On appeal to the Supreme Court of Canada:

Held, that as the appellants' claim was under $2,000 and that they did not represent F.'s creditors, the amount in controversy

was insufficient to make the case appealable. R. S. C. ch. 135, s. 29.

Appeal quashed with costs.

Belcourt for respondents.
Brosseau for appellants.

Quebec.]

OTTAWA, May 9, 1892.

PONTIAC CONTROVERTED ELECTION.

Election Petition—Judgment—R.S.C., c. 9, s. 43—Enlargement of time for commencement of trial—R.S.C. c. 9, s. 33—Notice of Trial—Shorthand Writer's Notes—Appeal—R.S.C. c. 9, s. 50 (b).

In the Pontiac election case the judgment appealed from did not contain any special findings of fact or any statement that any of the 20,000 charges mentioned in the particulars were found proved, but stated generally that corrupt acts had been committed by the respondent's agents without his knowledge, and declared that he had not been duly elected, and that the election was void. On an appeal to the Supreme Court on the ground that the judgment was too general and vague:

Held, that the general finding that corrupt acts had been proved was a sufficient compliance with the terms of the Statute 49 Vic. c. 9, s. 43.

On the 10th October, 1891, the judge in this case, within six months after the filing of the election petition by order enlarged the time for the commencement of the trial to the 4th November, the six months expiring on the 18th October. On the 19th October, another order was made by the judge fixing the date of the trial for the 4th November, 1891, and the respondent objected to the jurisdiction of the Court.

Held, that the orders made were valid, ss. 31, 38, ch. 9, R.S.C.

Held, also, 1, that the objection to the insufficiency of the notice of trial given in this case under sec. 31 of ch. 9, R.S.C., was not an objection which could be relied on in an appeal under sec. 50 (b) of ch. 9, R.S.C.

2. That evidence taken by a shorthand writer not an official stenographer of the Court, but who has been sworn and appointed by the judge, need not be read over to the witnesses when extended.

O'Gara, Q. C., & Aylen, for appellant.
MacDougall, for respondent.

(Quebec.]

OTTAWA, June 2, 1892.

THE CORPORATION OF THE TOWN OF LEVIS v. THE QUEEN.

Expropriation of Land — Value of land taken — Award by Exchequer Court Judge—Appeal.

The Supreme Court will not interfere with the award of the Judge of the Exchequer Court as to the value of land expropriated for railway purposes, where there is evidence to support his finding and such finding is not clearly erroneous.

Appeal dismissed with costs.

Bethune, Q.C., for appellants.
Angers, Q.C., for respondent.

Nova Scotia.]

OTTAWA, May 2, 1892.

MUNICIPALITY OF LUNENBURG *et al.* v. THE ATTORNEY GENERAL OF NOVA SCOTIA.

Municipal Corporations—Maintenance of County Buildings—Establishment of County Court House and gaol — Right to remove from Shire Town.

The County of Lunenburg, N.S., contains the municipality of C. and the town of L. which are corporations separate and distinct from the municipality of the county. L. is the shire town of the county and contains the County Court House and gaol, and the sittings of the Supreme Court for the county are required to be held there. By R. S. N. S. 5th ser. c. 20, s. 1, as amended by 49 Vic. c. 11, "County or district gaols, court houses and session houses may be established, erected and repaired by order of the Municipal Councils in the respective municipalities."

In 1891 an act was passed by the legislature of Nova Scotia, empowering the municipality of L. to borrow money for the purpose of erecting and furnishing a court house and gaol in the county or repairing and improving the present court house. The municipality of C. and the town of L. were respectively to contribute towards payment of this loan. The municipality by resolution, proposed to erect the said buildings in B., another town in the county, and an injunction was granted by the Supreme Court restraining the municipal council from erecting a court house for the general purposes of the county at B., or

from expending in such erection any funds in which the municipality of C. and the town of L., or either of them, were interested. On appeal from the judgment granting said injunction:

Held, that without legislative authority the court house and gaol for the purposes of the county could only be situated at the shire town; that the authority in the municipal council to establish these buildings did not allow their erection in any other place which would, in effect, repeal and annul the acts of the legislature providing for their establishment in L. the shire town; and that the injunction was properly issued and must be maintained.

Appeal dismissed with costs.

W. B. Ritchie for the appellants.

Russell, Q.C., for the respondent.

Nova Scotia.]

OTTAWA, May 2, 1892.

PEOPLE'S BANK OF HALIFAX v. JOHNSON.

Contract—Consideration—Stifling prosecution.

L. was a member of the firm of H. & A. L., doing business at Lockport, N. S., and also local agent of a bank in that town. As such agent he had embezzled the bank's money and the cashier of the bank obtained a bond from J., whose adopted daughter was the wife of L., agreeing to pay the bank the indebtedness of the firm. In an action against J. on said bond, the defence was that it had been given in consequence of threats by the cashier to prosecute L. for the embezzlement, and was therefore void.

Held, affirming the judgment of the Supreme Court of Nova Scotia, that the evidence established that the only consideration for the bond was to prevent the prosecution, and such consideration being illegal the bond was void.

Appeal dismissed with costs.

Ross, Q.C., for appellant.

Drysdale for respondent.

Nova Scotia.]

OTTAWA, May 2, 1892.

CITY OF HALIFAX v. LORDLY.

Municipal Corporation—Duty to light streets—Liability for negligence—Obstruction on sidewalk—Position of hydrant.

L. was walking along the sidewalk of a street in Halifax at

night when an electric lamp went out, and in the darkness she fell over a hydrant and was injured. In an action against the city for damages, it was shown that there was a space of seven or eight feet between the hydrant and the inner line of the sidewalk, and that L. was aware of the position of the hydrant and accustomed to walk on said street. The statutes respecting the government of the city do not oblige the council to keep the streets lighted, but authorize them to enter into contracts for that purpose. At the time of this accident the city was lighted by electricity, by a company who had contracted with the corporation therefor. Evidence was given to show that it was not possible to prevent a single lamp or a batch of lamps going out at times.

Held, reversing the judgment of the court below, Strong and Taschereau, JJ., dissenting, that the city was not liable; that the corporation being under no statutory duty to light the streets, the relation between it and the contractors was not that of master and servant or principal and agent, but that of employer and independent contractors, and the corporation was not liable for negligence in the performance of the service; that the position of the hydrant was not in itself evidence of negligence in the corporation; and that L. could have avoided the accident by the exercise of reasonable care.

MacCoy, Q.C., for the appellants.

Drysdale for the respondent.

Nova Scotia.]

OTTAWA, May 10, 1892.

In re CAHAN.

Appeal—Jurisdiction—Security for costs—Final judgment.

C. applied to the Supreme Court of Nova Scotia to be admitted an attorney of said court, presenting to the court a certificate from the President of the Dalhousie Law School of his having taken the degree of LL.B. at said school, and claiming that the act of the Nova Scotia Legislature, 54 Vic. c. 22, which made certain provisions respecting the admission of graduates of the law school to the bar of the province, had done away, so far as such graduates were concerned, with certain conditions required to be performed by persons desiring admission to practice law. The Supreme Court held, that graduates of the law school were

still obliged to perform these conditions, and refused the application. C. sought to appeal to the Supreme Court, but gave no security for the costs of such appeal, his application not having been opposed and there being no person to whom such security could be given.

Held, Gwynne, J., doubting, that the court had no jurisdiction to hear the appeal.

Per Ritchie, C. J., and Taschereau, J., that giving security for costs is a condition precedent to every appeal to this court, and without it the court has no jurisdiction.

Per Strong, J., that it was never intended that the Supreme Court should interfere in matters relating to the admission of attorneys and barristers in the different provinces, and on that ground the appeal would not lie.

Per Taschereau and Patterson, JJ., that the judgment sought to be appealed from was not a final judgment within the meaning of the Supreme Court Act.

Appeal quashed.

Russell, Q.C., for appellant.

New Brunswick.]

OTTAWA, May 16, 1892.

AYR AMERICAN PLOW CO. v. WALLACE.

Promissory Note—Form of—Indorsement by party not named—Liability as maker.

The agent of the plaintiff company required security from a customer for goods sold, and went with the customer to the office of W. who was proposed as such security. W. agreed to become security, and was proceeding to write out promissory notes for the customer to sign, when the agent requested the notes to be drawn on a form supplied to him by his principals, which was done, the customer signing such notes of which the plaintiff company were payees. W. wrote his name across the back. The notes were not paid, and no notice of dishonor was given to W., but an action was brought against him and the customer as joint makers. On the trial the agent swore that he never asked the customer for an indorser but only for security; that he was accustomed to take joint notes in such cases; and that he supposed he was getting joint notes in this case. W. swore that he was asked to indorse and only intended to indorse. A non-suit

was entered, with leave reserved to plaintiffs to move for judgment, "if there is any evidence that should be left to the jury as to W.'s liability." The motion for judgment was refused.

Held, affirming the judgment of the Supreme Court of New Brunswick, that the evidence showed that W. only intended to become indorser of the notes, and there was no evidence to go to the jury of his intention to be a maker. The nonsuit was right therefore, and should be maintained.

Appeal dismissed with costs.

Earle, Q.C., for appellants.
Currey for respondent.

New Brunswick.]

OTTAWA, May 16, 1892.

SCOTT v. THE BANK OF NEW BRUNSWICK.

Appeal — New trial — Verdict against weight of evidence — Interference with.

S. brought an action against the bank to recover money deposited on a special receipt, and the defence to the action was that the money had been paid to an agent of S. On the trial S. swore that after he got the deposit receipt from the bank he handed it to one R. for safe keeping while he was at sea, and that he had never indorsed it. It was shown that some time after R. presented the receipt at the bank with the name of S. indorsed thereon, and obtained the amount of the deposit with interest. When S. returned he found that R. had so used the receipt, and he afterwards took from him a mortgage for a larger amount than his deposit with the bank. The jury found that the name of S. was forged to the receipt, and that the mortgage given to S. did not include the amount claimed from the bank. A verdict was given for S., which was set aside as being against the weight of evidence, and a new trial was granted, from which S. appealed.

Held, that the Supreme Court would not interfere with the order for a new trial granted on the ground that the verdict was against the weight of evidence.

Appeal dismissed with costs.

Palmer, Q.C., for appellant.
Barker, Q.C., for respondent.

Ontario.]

OTTAWA, June 17, 1892.

MCGUGAN V. SMITH.

Contract—Agreement for service—Specific performance—Remuneration for services—Quantum meruit.

S. with the consent of her parents went to live with her grandfather when she was eleven years old, and some three years after, the grandfather agreed that if she would remain with him until he died, or until her marriage, he would provide for her by his will as amply as for any of his daughters. She lived with him until she was twenty-five, when she was married, performing all the time such services as tending cattle, cleaning out stables, breaking in unmanageable horses, doing field work and other things usually done by a man. About a year after her marriage her grandfather died leaving her by his will $400, a sum much less than his daughters received. She brought an action against the executors of the estate for specific performance of the said agreement, or in the alternative for wages for the time she worked for the testator.

Held, affirming the judgment of the Court of Appeal, that S. was entitled to payment for her services, and that $1,000 was a reasonable amount to remunerate her therefor, and she was entitled to judgment for that amount which was to include the $400 left to her by the will.

Held also, that the agreement made with S. by her grandfather was not one of which the Court would decree specific performance.

Appeal dismissed with costs.

James A. Glenn for appellant.

John A. Robinson for respondent.

Ontario.]

OTTAWA, June 20, 1892.

MCGUGAN V. MCGUGAN.

Appeal — Jurisdiction — Proceeding originating before Judge in Chambers—Right to tax costs—Party chargeable—Ratepayer —R. S. O. (1887) *c.* 147, *s.* 43.

By R.S.O. (1887), c. 147, s. 43, any person who not being chargeable as the principal party is liable to pay or has paid any bill of costs to the solicitor in an action is entitled to apply for

an order of taxation of such bill, and such application may be made to a county court judge, or a judge of the High Court, in Chambers. M., a ratepayer of a township, applied to a judge of the High Court for an order to tax a bill against the Town Council. His application was refused, and he appealed to the Divisional Court where the order for taxation was made. An appeal was taken to the Court of Appeal where the judgment of the Divisional Court was reversed, and M. sought to appeal to the Supreme Court.

Held, that the appeal could not be entertained.

Per Ritchie, C. J., and Strong, J. Even if the court has jurisdiction to hear this appeal and that it was not a matter of discretion in the Court of Appeal to hear it or not, we should not interfere in a matter of taxation of costs. Moreover, on the merits the ratepayer was not a person entitled to an order for taxation.

Per Taschereau, J. The judgment sought to be appealed from is not a final judgment under the Supreme Court Act, it was a matter of discretion for the Court of Appeal to entertain the appeal from the Divisional Court or not; and the proceedings did not originate in a superior Court. For all these reasons the appeal should be quashed.

Per Gwynne, J. Whether we have jurisdiction to hear the appeal or not the matter is one in which this Court should not interfere.

Per Patterson, J. The order in this case was one which the Court had a discretion to make or refuse, and so it is not appealable to this Court.

Appeal dismissed with costs.

Riddell & Robinson for appellants.

Glenn for respondents.

LEGISLATION OF LAST SESSION.

The following Act, 55-56 Vict., ch. 43, to amend certain provisions of the Code of Civil Procedure respecting abandonment of property, was passed at the last session of the Quebec legislature, and assented to June 24, 1892:—

1. Article 763*a* of the Code of Civil Procedure, as added by Article 5953 of the Revised Statutes of the province of Quebec, is amended, by adding thereto the following words:

"A claim under oath accompanied by vouchers must be produced at the offices of the Prothonotary with this demand.

If the demand has been served upon a woman who is a trader, and it is not complied with, proceedings may be had under Article 780 for the appointment of a guardian and curator.

The debtor, upon whom such demand of assignment has been made, shall, without delay, deposit at the place, where by law the assignment should take place, a declaration that he consents to abandon all his property to his creditors and file his statement within the three days following such demand."

2. Article 764 of the said code, as contained in Article 5954 of the said Revised Statutes, is amended by replacing the first two lines by the words "The statement shall be sworn to by the debtor and shall show."

3. Article 768 of the said code, as contained in Article 5956 of the said Revised Statutes, is amended by replacing the words "Immediately after the filing of the statement" in the first line, by the words "Immediately after the filing of the statement or of the simple declaration made in virtue of Article 763*a* as amended."

4. The said Article 768 is further amended, by adding the following words, at the end of the third clause, "as well as one or more inspectors," and by striking out the two clauses before the last clause and replacing them by the following:

"A meeting of the creditors is called before the Court or the judge, by a notice forwarded to each of them by registered letter and inserted in a public newspaper in the district, or in a neighbouring district, if there be none in the district.

Such meeting shall be held between the fifth and fifteenth days after the publication and sending of the notice calling the same.

The Court or the judge shall name the curator and the inspectors, chosen by the majority in number and in value of the creditors present or represented at such meeting, and who have produced a sworn claim. If the majority in number does not agree with the majority in value, the Court or the judge shall decide between the two as he thinks proper."

5. The following article is added after Article 772 of the said Code:

"772*b*. The Court, the judge or the prothonotary, in the absence of the judge, upon the application of the inspectors or of a creditor, may order that the debtor, his manager, his employees, his or her husband or wife, as the case may be, be examined under oath touching his statement and the position of his affairs, and if the person summoned refuses to appear or to answer, he

shall be deemed to be in contempt of Court and treated accordingly."

6. The first paragraph of Article 773 of the said code is replaced by the following:

"The curator, with the consent of the inspectors, or any creditor, may contest the deed of assignment by reason."

INSOLVENT NOTICES.

Quebec Official Gazette, July 2 & 9.

Judicial Abandonments.

CARDINAL, Emilie (widow of Olivier Rochette), Quebec, July 7.

DAY & De Blois, founders, Montreal, June 24.

VANCOR, Geo. W., pump manufacturer, Knowlton, June 22.

Curators appointed.

DAY & DE BLOIS.—John Hyde, Montreal, curator, July 2.

GALLAGHER, Francis.—Millier & Griffith, Sherbrooke, joint curator, July 4.

GIROUX, Isaïe.—Millier & Griffith, Sherbrooke, joint curator, July 4.

GRAVES, Reginald (Graves & Rolin).—Fulton & Richards, Montreal, joint curator, June 28.

LANDRY, Delphin E., Mont Joli.—T. Tardif, Quebec, curator, June 30.

LANGLOIS, L. O. Hector, St. Hugues.—J. O. Dion, St. Hyacinthe, curator, June 28.

LEMIEUX, Hubert.—A. Lemieux, Levis, curator, June 30.

VANCOR, George W.—J. E. Fay, Knowlton, curator, July 4.

Dividends.

ARMSTRONG, Archibald.—Amended and final dividend, payable July 26, Millier & Griffith, Sherbrooke, joint curator.

DUROCHER, J. B., hotel-keeper, Montreal.—Second and final dividend, payable July 28, C. Desmarteau, Montreal, curator.

HEARLE, James G., Montreal.—First and final dividend, payable July 20, W. A. Caldwell, Montreal, curator.

KNAPTON, Joseph H., Bedford.—First dividend (15 c.), payable July 26, J. McD. Hains, Montreal, curator.

LEMAY, J. N. F., St. Côme.—First and final dividend, payable July 19, H. A. Bedard, Quebec, curator.

MONTREAL CIGAR ASSOCIATION.—First and final dividend, payable July 27, C. Desmarteau, Montreal, curator.

MORIN, J., Montreal.—First dividend, payable July 29, Kent & Turcotte, Montreal, joint curator.

NAUD, F. X.—Second and final dividend, payable July 27, G. H. Burroughs, Quebec, curator.

PATERSON *et al.*, John A.—First dividend, payable July 19, A. W. Stevenson, Montreal, curator.

POIRIER, Joseph, St. Alexis.—First and final dividend, payable July 26, H. A. Bedard, Quebec, curator.

RENÉ, J. H.—First and final dividend, July 25, F. Valentine, Three Rivers, curator.

THIBAUDEAU, Honoré, Stanfold.—First and final dividend, payable July 26, H. A. Bedard, Quebec, curator.

WALTON, J. G.—First and final dividend, payable July 17, E. F. Waterhouse, Sherbrooke, curator.

GENERAL NOTES.

THE CANADIAN CRIMINAL CODE.—The Home Secretary, in answer to a question in the House of Commons, recently declined to bring in any bill to amend the common law definition of murder. In connection with this subject attention may be drawn to the elaborate definitions proposed in the exhaustive bill relating to the criminal law of Canada which was laid before the Parliament of that colony last year. Clause 222 provides that 'culpable homicide is murder (1) if the offender means to cause the death of the person killed, or (2) if the offender means to cause to the person killed any bodily injury which is known to the offender to be likely to cause death, and is reckless whether death ensues or not, or (3) if the offender means to cause death, or being so reckless as aforesaid means to cause such bodily injury as aforesaid to one person, and by accident or mistake kills another person, though he does not mean to hurt the person killed, or (4) if the offender, for any unlawful object, does an act which he knows or ought to have known to be likely to cause death, and thereby kills any person, though he may have desired

that his object should be effected without hurting anyone. There is also a further definition of murder in clause 223 whereby culpable homicide is also murder in each of the following cases, whether the offender means or does not mean death to ensue, or knows or does not know that death is likely to ensue: (*a*) if he means to inflict grievous bodily harm for the purpose of facilitating the commission of treason, rape, robbery, and other specified offences, or the flight of the offender upon the commission or attempted commission thereof, and death ensues from such injury; or (*b*) if he administers any stupefying or overpowering thing for either of the purposes aforesaid, and death ensues from the effects thereof; or (*c*) if he by any means wilfully stops the breath of any person for either of the purposes aforesaid, and death ensues from such stopping of the breath. Another lengthy clause opens with the words that 'Culpable homicide, which would otherwise be murder, may be reduced to manslaughter if the person who causes death does so in the heat of passion caused by sudden provocation,' and proceeds in three elaborate paragraphs to define 'provocation.' It is evident that very great pains have been spent on the bill, and if it should pass the Canadian Parliament, there seems no reason why its definitions of murder should not be adopted here.—*Law Journal* (*London*).

An old Policy.—Mr. A. F. Burridge, the actuary of the Equitable Life Assurance Society (of London), writes as follows: 'It is, and has always been, the custom of this society to pay the full reserve value on surrender of a policy, even though only one premium has been paid. It may be worth while adding that we have recently quoted the surrender value of the oldest policy existing in the society, and as the figures are so remarkable—probably unparalleled—they may be worth publication: Policy No. ——, effected on July 24, 1817, for 1,300*l.* on a life then aged nine. Sum assured and bonuses at present time, 6,181*l.* 5*s.*; cash surrender value at present time, 5,369*l.* 6*s.* Annual premium, 24*l.* 8*s.* 6*d.*; total premiums paid, 1,832*l.*' A policy of seventy-five years' duration is a curiosity indeed, but a cash surrender value that is equal to nearly three times the amount of the premiums paid is more so! The above figures, we should think, probably are unparalleled. If any reader can send us anything approaching them, we shall be glad to give publicity to similar instances of what can be done by life offices under favourable circumstances.—*Policy-Holder.*

ATTEMPT TO STEAL.—The recent case of *Regina* v. *Ring*, 61 Law J. Rep. M. C. 116, established the important point that, if a man tries to pick a pocket, he may be convicted of an attempt to steal without proof that there was anything in the pocket. The contrary had been held in *Regina* v. *Collins*, 33 Law J. Rep. M. C. 177, decided as long ago as 1864, but that decision was virtually overruled in *Regina* v. *Brown*, 59 Law J. Rep. M. C. 47. There seems, however, to have been a misapprehension in some quarters, as to the effect of the last named case, and accordingly in *Regina* v. *Ring* a case raising the point was stated for the consideration of the Court for Crown Cases Reserved. There can be little doubt that the decision of that Court is in accordance with the true principles of justice. Where a person tries to pick the pocket of another, it is obvious that the felonious intention exists whether there is anything in the pocket or not; and it is certainly a startling proposition that a man's guilt or innocence should depend upon whether the pocket is empty or not—a purely accidental circumstance. Under the law as laid down in *Regina* v. *Collins* it was necessarily impossible to establish the guilt of a prisoner charged with attempting to pick a pocket unless the person whose pocket was attempted could be secured as a witness, which frequently could not be done, owing to the circumstances under which this class of offence usually takes place, and many guilty persons consequently escaped punishment.—*Law Journal* (*London*).

JUDICIAL QUALIFICATIONS.—It is said that the Lord Chancellor does not intend in future to appoint men over seventy years of age to the office of County Court judge. This is satisfactory as far as it goes, but we could wish that the limit had been fixed at sixty, as that appears to us to be quite a maximum age for a man to commence a judicial career.—*Law Journal* (London).