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DISCHARGE OF JURY.

In 2 Russell, p. 64, there is a note by the learned editor, Mr. Greaves, from which we take what follows :—"In *Reg.* v. *Charlesworth*, 1 B. & S. 460, it was held that where, in a case of misdemeanor, the jury are improperly, and against the will of the defendant, discharged by the judge, this is not equivalent to an acquittal. It may, therefore, be taken that an improper discharge of a jury in a case of misdemeanor, is no bar to another trial, and it has always been my clear opinion that such a discharge is no bar to another trial in any criminal case whatever."

It will be remarked, therefore, that the opinion of Mr. Greaves, which on a criminal question of this kind stands as high as a judicial decision, is confirmatory of the ruling of our Court of Queen's Bench in the case of Jones, (p. 309).

ESTATES OF DECEASED SEAMEN.

The *Canada Gazette* contains the following Declaration between Great Britain and Russia relative to the disposal of the estates of deceased seamen of the two nations, signed at London, August 9, 1880.

The Government of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and the Government of His Majesty the Emperor of all the Russias, having judged it expedient to make arrangements for the disposal of the estates of seamen, being subjects of the one State, who shall die on board a ship or on the territory of the other State, have agreed as follows :—

ARTICLE I.

The estate of any Russian or Finnish seaman who shall die, either on board a British ship or at any place within British territory, shall, if not exceeding fifty pounds sterling (50*l.*) in value, be delivered to the Russian Consul-General in London without being subject to any of the formalities usually required by English law on succession to property.

On the other hand, the estate of any British seaman who shall die, either on board a Russian or Finnish ship, or within Russian territory, if not exceeding three hundred and fifty silver roubles (350 roubles) shall be delivered to the nearest British Consul without undergoing any of the forms usually required by Russian or Finnish law on succession to property.

ARTICLE II.

If the deceased, a Russian subject, shall have served in the Royal Navy of Great Britain, any assets which may be payable by the British Admiralty shall be dealt with according to the law of Great Britain.

On the other hand, if the deceased, a British subject, shall have served in the Imperial Navy of Russia, any assets which may be payable by the Russian authorities shall be dealt with according to Russian law.

ARTICLE III.

The term "seaman" in this Declaration includes every person (except masters and pilots) employed or engaged in any capacity on board any merchant ship, or who has been so employed or engaged within six months before his death, and every person, not being a commissioned, warrant, or subordinate officer, or assistant engineer, borne on the books of, or forming part of the complement of, any public ship of war.

The term "estate" includes all "property, wages due, money, and other effects" left by a deceased seaman on board a ship.

The term "Consul" includes Consul-General, Consul, Vice-Consul, and every person for the time being discharging the duties of Consul-General, Consul, or Vice-Consul.

ARTICLE IV.

The present Declaration shall be concluded for a term of three years, to date from the day of its signature. At the expiration of this term and of each successive term of three years it shall be continued for a further term of three years, unless one of the High Contracting Parties shall give notice for its termination one year before the expiration of any such term of three years.

In witness whereof, the undersigned, duly authorized to that effect, have signed the pre-

sent Declaration, and have affixed thereto the seal of their arms.

Done in duplicate at London, the ninth day of August, 1880.

GRANVILLE,
LOBANOFF.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, Sept. 17, 1880.

Sir A. A. DORION, C.J., MONK, RAMSAY, CROSS, JJ.

VEZINA (plff. below), Appellant, & THE NEW YORK LIFE INSURANCE CO. (defts. below), Respondents.

Life Insurance—Insurable Interest.

A policy of life insurance was made out in the name of G., who never paid a premium. The agent of the company retained the policy in his own hands, and subsequently induced L., who had no interest whatever in G.'s life, to take an assignment of the policy by way of speculation, and L. then paid the premiums. Held, *that no one can effect an insurance upon the life of another without having an interest therein, and that as the above transaction was really an insurance by L. for his own benefit of G.'s life, an action upon the policy could not be maintained.*

The appeal was from a judgment of the Superior Court, Montreal, April 30, 1878, Dorion, J., dismissing an action to recover the amount of a life insurance. The judgment was as follows:—

"La cour, etc....

"Considérant que la police d'assurance, sur laquelle est basée la présente action, a été obtenue par le nommé Gendron, non pas dans son intérêt, mais dans l'intérêt d'une tierce personne, laquelle n'était ni créancière, ni parente à aucun degré, de l'assuré;

"Considérant que le dit Gendron n'a jamais eu aucun intérêt dans la dite police, n'ayant jamais même payé la première prime;

"Considérant de plus que la dite police a été obtenue sous de fausses représentations, quant à l'âge de l'assuré et au fait qu'il n'avait pas été refusé par d'autres compagnies d'assurance;

"Considérant que le nommé Langlois, à qui la dite police a été transportée par Gendron, n'avait et n'a pas prouvé qu'il eut aucun intérêt sur la vie du dit Gendron;

"Déboute l'action du demandeur avec dépens," etc.

The company's defence was to the effect that the contract was made in the city of New York, and that according to the laws of the State of New York, no assignee of a life policy can demand or recover payment of the amount assured without making proof of his insurable interest in the life of the assured; that neither Vezina nor Langlois had any insurable interest in the life of Gendron either at the date of the policy or during its duration. It was further pleaded that Gendron never had any legal interest in the policy, and that the insurance was in reality effected by Langlois, who paid the premium.

It appeared from the evidence that Michaud, the agent of the insurance company in the city of Quebec, in November, 1873, granted a policy on the life of one Gendron, for $2,000. Gendron never paid any premium, and never received the policy. But in the following month (December, 1873), Michaud went to one Langlois, a merchant of Quebec, and induced him to take up the policy and pay the premiums thereon, as a speculation. Langlois was not a creditor of Gendron, and had no connection whatever with him. Langlois took an assignment of the policy and paid the premiums until 16th Sept. 1875, when Gendron died. Subsequently, in November, 1875, Langlois assigned the policy to Vezina, the plaintiff, appellant.

CROSS, J., (*diss.*) appeared to take a somewhat different view of the facts from the majority of the Court. The policy was made out in Gendron's name. There was no question of Langlois at all when the application was made. The agent kept the policy in his hands, and sometime afterwards induced Langlois to take an assignment of it. Any person may insure his life, and whether he is doing it as a speculation or not, the insurance company have nothing to say. The insured is the master of the contract, and may transfer it to any one he pleases. Therefore, it seemed to his Honor that Langlois became legally vested with this policy when he got a transfer from Gendron. It was possible there might be a case so extremely gross, where there was fraud from the inception, that the policy would be voided. But here there was no fraud at the beginning of the transaction, and if there was anything wrong,

it proceeded from the anxiety of the company's agent to do business. His Honor was of opinion, therefore, that the judgment should be reversed.

Sir A. A. DORION, C.J. When was the insurance on the life of Gendron effected? If Gendron had died before the premium was paid, there would have been no obligation on the part of the company. Gendron never paid a premium. The agent went to Langlois and told him it was a good speculation, and Langlois paid the premium. When, then, was Gendron's life insured? It was not insured before Langlois paid the premium. Gendron was a poor laborer; he could never have paid the premium. There was a fraud on the insurance company. It was, in effect, a contract of insurance made by Langlois for his own benefit on the life of Gendron, in whose life he had no interest whatever. It is said that the agent knowing all the facts, the company should be bound. We think not. The judgment dismissing the action was, therefore, a proper judgment.

RAMSAY, J. In this case a question of the conflict of laws has been raised. We have not, however, to decide it, as the law of this Province appears to be similar to that of the State of New York on the point in question. The respondents resist appellant's claim on the ground that there never was an insurance on the life of Hector Gendron; that the policy was taken out in his name by one having no interest in his life at all. The majority of the court is of opinion that no one can insure the life of another without having an interest in his life. Of course, if this proposition be true, it is perfectly evident that a contract by which it should appear that the deceased had insured his own life, while in reality he was only a *prête-nom*, would be simulated, and as null as if the insurance had been ostensibly between the insurance company and the third party. The consent of the deceased has never been considered as an essential. Of course, the question of fact will always be a delicate one, for it is difficult to know when the deceased has been used as a *prête-nom* or not, for, as has been said, a man may insure his life and give away the policy, or sell it, or give it as security. But after all it is only a question of evidence, and the majority of the Court is of opinion that in this case it is fully established that Gendron never had any right of property in the policy, but that it was taken out in his name by Langlois, the *cédant*. We, therefore, think the judgment must be confirmed with costs.

Judgment confirmed.

Doutre, Branchaud & McCord, for Appellant.
Bethune & Bethune, for Respondents.

MONTREAL, Sept. 17, 1880.

Sir A. A. DORION, C.J., MONK, RAMSAY, CROSS, JJ.

MCGAUVRAN et al. (claimants in insolvency), Appellants, and STEWART (assignee, for joint creditors, contestant), Respondent.

Registration—Hypothec—Fraudulent Preference—C. C. 2090—Insolvent Act of 1875, Sect. 68.

The registration of a hypothec within the thirty days previous to an assignment under the Insolvent Act of 1875, is without effect, and especially when the hypothec was granted by the debtor while insolvent to the knowledge of the creditor receiving such hypothec.

The appeal was from the following judgment rendered by the Superior Court, Montreal, Mackay, J., Oct. 23, 1879:—

"The Court having heard the parties on the contestation of the collocation of the claim of John W. McGauvran and others, examined the proceedings, proof adduced, exhibits, and deliberated:

"Considering the contesting parties' allegations material proved:

"Considering that on the 10th August, 1875, the bankrupt Paul Fournier, was insolvent, and the obligation and mortgage to the claimants McGauvran and others, by Paul Fournier, of the 10th of August, 1875, illegal preference, and the registration of it when and as made within thirty days had passed, from the day of the date of the mortgage, of no effect;

"Considering that the contestants were creditors of Paul Fournier, at said 10th of August, and still are;

"Considering that justice ought chiefly to be sought to be operated in all such cases as the present one, and that though the contestants might have contested claimant's claim in the year 1877, they were and are not estopped from contesting as they have done in July, 1878, the claim itself unfounded as a mortgage claim all the time;

"Doth adjudge that on the 10th of July, 1878, the said insolvent was an insolvent, and notoriously insolvent, to the knowledge of John W. McGauvran and John Tucker, and that the said deed of obligation was so consented to them, as security for supply previously made, and so as to give them an unlawful preference over the other creditors of the said insolvent;

"Doth declare the said deed of obligation fraudulent and null, and doth annul the same; Doth declare that the registration of the said deed within the thirty days of the said insolvency is null, and without effect, and with no right of preference to Messrs. McGauvran & Tucker, over the chirographary creditors of said insolvent;

"Doth declare illegal, irregular and doth set aside the said collocation for $4,620.97, on the dividend sheet, in favor of Messrs. McGauvran & Tucker, and doth order that the said amount so collocated in favor of Messrs. McGauvran & Tucker, be now collocated in favor of the said La Banque d'Hochelaga, Honoré Riendeau and Alexander H. Torrance, for their exclusive benefit proportionally to the amount of their claims respectively against the said insolvent, with costs against the said John W. McGauvran and John Tucker, distraits, &c."

Cross, J., rendered the judgment of the Court, which confirmed the judgment appealed from, save in so far as it did not allow the appellants to be collocated as chirographary creditors for the amount of their claim. In this particular the judgment was reformed, as will fully appear from the judgment itself.

Sir A. A. Dorion, C. J., remarked that this was the first time the Court had to give an interpretation to sect. 68 of the Insolvent Act of 1875, which says that "if at any time any creditor of the insolvent desires to cause any proceeding to be taken which in his opinion would be for the benefit of the estate, and the assignee, under the authority of the creditors or of the inspectors, refuses or neglects to take such proceeding after being duly required so to do, such creditor shall have the right to obtain an order of the judge authorizing him to take such proceeding in the name of the assignee, but at his own expense and risk," and "thereupon any benefit derived from such proceeding shall belong exclusively to the creditor instituting the same for his benefit and that of any other creditor who may have joined him in causing the institution of such proceeding." Here McGauvran & Tucker filed a privileged claim. The Court rejected the mortgage, but the claim remained, and the Court here was of opinion that they might properly be collocated the same as if they had filed an unprivileged claim at first. The rest of the amount would go to the creditors who obtained leave to contest in the name of the assignee, for their own benefit.

The judgment in appeal is as follows:—

"Considering that Paul Fournier was insolvent on the 10th day of August, 1875, when he gave to the appellants the *hypothèque* mentioned in the pleadings in this cause, and that the said appellants were aware that the said Paul Fournier was insolvent and unable to meet his engagements;

"And considering further that the said mortgage was only registered on the 10th day of September, 1875, and that the said Paul Fournier made an assignment of his estate under the Insolvent Act of 1875, on the 28th day of September, 1875;

"And considering that the said *hypothèque* was under the circumstances a fraudulent preference given to the appellants to the prejudice of La Banque d'Hochelaga, Honoré Riendeau and Alexander H. Torrance, who were then creditors of the said Paul Fournier, and who as such creditors have obtained leave to contest and have contested in the name of the assignee, the present respondent, the dividend sheet prepared by the said assignee, and whereby the said appellants are collocated for the sum of $4,622.97 on account of the amount due to them under the said mortgage of the 10th day of August, 1875;

"And considering that under the circumstances it was competent for the Superior Court or a judge thereof, sitting in insolvency, to grant to the said creditors leave to contest the said dividend sheet, and that they were not too late to do so;

"And considering that the said creditors have proved the material allegations of their contestation, and that the collocation of the said appellants by preference to the other creditors was properly set aside by the judgment rendered by the Superior Court on the 23rd day of October, 1879;

"But considering that the said appellants are not barred by anything contained in the 68th section of the Insolvent Act of 1875 from claiming to be collocated *au marc la livre* on the amount of the unsecured claim they may have against the estate of the said Paul Fournier;

"This Court, reforming the said judgment of the 23rd of October, 1879, doth maintain the contestation of the said respondent, and doth declare the said *hypothèque* of the 10th of August, 1875, and the registration thereof to be null and void, and doth reject and set aside the collocation of the said appellants for $4,622.97 by the said dividend sheet prepared by the said assignee and declared open to objection until the 8th day of July, 1878, and doth order that a new dividend sheet be prepared, with leave to the said appellants to file any claim they may be entitled to for the sums due them by the said Paul Fournier for the causes mentioned in the said mortgage, which claim shall be collocated as an unsecured claim in the said dividend sheet. And it is further ordered that all sums to which the other creditors might be entitled by the said dividend sheet, shall be awarded to the said La Banque d'Hochelaga, Honoré Riendeau and Alexander H. Torrance in proportion to the extent of their respective claims, they alone being entitled to the benefit to be derived from their contestation, under said section 68 of the Insolvent Act of 1875, of the collocation of the said appellants, to the exclusion of the other creditors; and this Court doth further condemn the appellants to pay the costs of contestation of their claim incurred in the court below; each party paying his own costs on the present appeal."

Robertson & Co., for Appellants.

Béique, Choquet & McGoun, for Respondents.

CIRCUIT COURT.

Co. ARGENTEUIL, LACHUTE, May 29, 1880.

MCMILLAN v. M. BETHUNE, & W. BETHUNE, guardian, *mis en cause*.

Execution—Guardian—C.C.P. 560.

The consent of a relation of the judgment debtor to become guardian (under C.C.P. 560) must appear by his signature to the inventory of seizure.

BOURGEOIS, J. This is a contestation of a rule *nisi* against a guardian for not producing the effects, &c., seized in this cause, and placed in his charge.

The guardian, showing cause why the rule should not be declared absolute, states among other moyens:

1. That he is the brother of the defendant, *le saisi*, and that under Art. 560, C.C.P. No. 5, & No. 6, §. 4, his express consent to take office must appear by the *procès-verbal* of seizure.

2. That such consent does not appear in or by said procès-verbal, and that he is therefore not bound. It is proved that the guardian is a voluntary one.

The rule must stand or fall by the *procès-verbal*. It is an authentic document.

After setting up the appointment of the guardian, and his consent to the charge, that document concludes with these words, to wit: "*J'ai interpellé le défendeur et le gardien de signer le présent procès-verbal et s'y ont refusé.*"

Now that part of the *procès-verbal* which sets up the appointment of the guardian, and his consent to the charge, taken *by itself*, is mere *dictum* of the bailiff, and could not *in itself* bind the voluntary guardian.

His consent must appear, and that is by his signature, or its equivalent, which is here absent.

For analogy, could it be pretended that a notarial deed which contained the declaration by the notary, that one of the parties thereto had refused to sign upon being called upon to do so, would bind such party? Certainly not.

I am of opinion that the voluntary guardian must sign the *procès-verbal*, (or what is equivalent, declare he cannot sign) in order to be bound.

The *procès-verbal* herein, not containing the essential element of consent, viz: the signature, (or its equivalent) of the voluntary guardian sought to be held bound and liable thereunder, I must decide that there is here no constitution of such guardianship.

I do this with reluctance as there is some appearance of fraud in the case.

Rule dismissed with costs according to prayer of contestation.

J. H. Filion, for Plaintiff.

J. A. N. Mackay, counsel for Plaintiff.

G. E. Bampton, for Guardian contesting.

SUPREME COURT OF CANADA.

JUNE SESSIONS, 1880. *

PARSONS v. THE QUEEN INSURANCE CO.
PARSONS v. THE CITIZENS' INSURANCE CO.
JOHNSTONE v. THE WESTERN ASSURANCE CO.

Insurance—Jurisdiction of Local Legislatures over subject matter of Insurance—Secs. 91 & 92 B. N. A. Act—"The Fire Insurance Policy Act" R. S. O. c. 162—Applicable to foreign and Dominion Insurance Companies—What conditions applicable when statutory conditions not printed on the policy.

The Queen Insurance Company, an English company doing business under an Imperial charter, the Citizens' Insurance Company—incorporated by an Act of the Dominion Parliament, passed in 1876—and the Western Assurance Company, incorporated by the Parliament of Canada before Confederation, and whose charter was subsequently amended by the Dominion Parliament, having been authorized to do fire insurance business throughout the Dominion of Canada by virtue of a licence granted to them by the Minister of Finance under the Acts of the Dominion of Canada relating to Fire Insurance Companies, issued respectively in favour of the plaintiffs, The Queen Insurance Company, an interim receipt, and the other two companies a policy of insurance, whereby they insured certain properties situate in the Province of Ontario.

In all these cases, which were decided by the Ontario Courts in favour of the plaintiffs, (see 4 App. Rep. pp. 96, 103, and 281), the question of the constitutionality of the Ontario "Fire Insurance Policy Act," R. S. O. c. 162, was raised, and the Supreme Court of Canada, after hearing the arguments in all these cases, delivered one judgment treating separately the other points raised on the argument by each particular company, and it was—

Held, 1. That the Fire Insurance Policy Act, R. S. O c. 162, is not *ultra vires*, and is applicable to insurance companies (whether foreign or incorporated by the Dominion) licensed by the Dominion Parliament to carry on insurance business throughout Canada.

2. That the legislation in question, prescribing conditions incidental to insurance companies contracting within the limits of the Province, is not a regulation of trade and commerce within the meaning of these words in sub-section 2, section 91, B. N. A. Act.

3. That an insurer in Ontario who has not complied with the law in question, and has not printed on his policy or contract of insurance the statutory conditions in the particular manner indicated in the statutes cannot set up against the insured his own conditions or the statutory conditions; the insured, alone, in such a case, is entitled to avail himself of any of the statutory conditions.

Per TASCHEREAU and GWYNNE, JJ., dissenting. That the power to legislate upon the subject matter of insurance is vested exclusively in the Dominion Parliament by virtue of its power to pass laws for the regulation of trade and commerce under the 91st section of the B. N. A. Act.

Robinson, Q.C., and *Bethune*, Q.C., for appellants, and *McCarthy*, Q.C., for respondents in *Citizens Ins. Co.* v. *Parsons*.

Robinson, Q.C., and *Small* for appellants, and *McCarthy*, Q.C., for respondents in *Queen Ins. Co.* v. *Parsons*.

Bethune, Q.C., and *Mowat*, Q.C., for appellants, and *McCarthy*, Q.C., for respondents in *Western Assurance Co.* v. *Johnstone*.

BICKFORD v. LLOYD.

Award—Motion to set aside—Time for moving.

This was an application by the Court of Chancery to set aside an award. The award was made on the 13th August, 1878; Trinity Term began on the 26th August and ended on the 7th September,—Michaelmas Term began on the 18th November and ended on the 7th December. The notice of motion was given on the 2nd December, 1878. Before the Supreme Court the plaintiff contended *inter alia* that the delay had been caused by the act of the party supporting the award, who had on the 14th September before the end of the next term served a notice on him of his intention to appeal.

Held—Affirming the judgment of the Court of Appeal for Ontario, that the submission being

* Headnotes to reports to appear in Supreme Court Reports. By G. Duval, Esq.

made within the 9 & 10 Wm. III. the application to set aside the award was too late, and no sufficient reason had been assigned for the delay.

Hector Cameron, Q.C., for appellant.

McCarthy, Q.C., for respondent.

WELLINGTON MUTUAL INS. CO. v. FREY.

Mutual Insurance Company.

Held—That a policy issued by a Mutual Insurance Company is not subject to the requisites of the R. S. O. c. 162, and therefore the appellant company were entitled to set up against the insured a non-compliance with the provisions of 36 Vic. c. 44.

Ballagh v. *Royal Mutual F. Ins. Co.* approved of.

CANADA SOUTHERN RAILWAY CO. v. NORVELL, DUFF, CUNNINGHAM AND GATFIELD (4 cases).

Award.

Appeals by the Canada Southern Railway Company from the order of the Court of Appeal of the Province of Ontario, dated the 14th day of January, 1880, which dismissed the appeal of the Canada Southern Railway Company to that Court from the decrees pronounced in four cases in the Court of Chancery, wherein Norvell and other respondents were plaintiffs, and the company defendants, by the Hon. Vice-Chancellor Proudfoot in favour of the said Norvell and others. The decrees, after making The Canada Permanent Loan and Savings Company, and the Molsons Bank, parties, plaintiffs, in the Norvell suit, as encumbrancers upon Norvell's interest in the lands in question, declared that the said Norvell and others were entitled to enforce against the company the specific performance of the awards set out in the bills of complaint, and that the company should pay to Norvell the sum of $9,294.92, being the amount of his award with interest and costs; and to Cunningham, $2,480; to Duff, $2,500; and to Gatfield, $1,680; and upon payment that they should release to the company the lands which had been expropriated by the company for their line of railway.

Before the Supreme Court of Canada the counsel for the appellants for the first time contended. 1st. That the award in Norvell's case was bad, because the arbitrators had dealt only with the equity of redemption interest of the amount. 2nd. In all the cases that the awards were bad on their face, as being signed by only two arbitrators without notice to the third, and that the awards should show that the third arbitrator was notified, as a condition precedent to its validity—and it was

Held, Per CURIAM—That Norvell should be at liberty to amend his answer to raise the point that the award is invalid as being in terms confined to the limited interest of the land owner as mortgagor instead of embracing the whole fee simple of the estate, and when answer so amended, the judgment to go without costs that the award is void for that reason.

In the cases of Duff, Cunningham, and Gatfield, appellants to be at liberty to amend answers by raising the points as to the award being made in presence of two arbitrators only, in the absence of the third, and without notice to the third. If the land-owner in each case before the tenth day of September, 1880, files a signification signed by counsel that he desires a new trial, judgment to go therefor without costs to either party; but if he declines a new trial, then judgment in answer may go for the company without costs.

Cattanach, counsel for appellants.

J. A. Boyd, Q. C., for respondents.

GENERAL NOTES.

A SINGULAR CASE OF BIGAMY.—At the North and South Wales Circuit, Chester, July 27, William Watts, a saddler, was charged with bigamy, by marrying one Sarah Redfern in September, 1878, his former wife, whom he had married in March, 1851, being still alive.

The two marriages were duly proved, and evidence of the prisoner and his first wife being together four years ago given, but the case turned on a curious point never yet decided by the Court of Crown Cases Reserved—the question of what is known as the seven years' statute. When, on a trial for bigamy, a seven years' absence between the parties is proved, the prosecution must show that the prisoner knew that the person he or she first married was alive some time during that period of seven years, otherwise no conviction can take place. Some Judges, however, on Circuit and in

Criminal Courts, have even held that, although the special limit of seven years have not elapsed, if it can be proved that the prisoners at the time of the second marriage honestly and *bonâ fide* believed, on fair and reasonable grounds, that the persons they were originally married to were then dead, in those cases also there ought to be an acquittal. On the other hand, some of the learned Judges have taken the opposite view, and say the statute is precise as to the seven years. Lord Justices Bramwell, Brett, and the late Mr. Justice Willes held this view, while Baron Martin, the late Baron Cleasby, and Lord Justice Amphlett and Mr. Justice Denman have held that there was no limit of years. In the present instance the defence attempted to show that the prisoner was deserted by his first wife in 1877; that he advertised in vain for her; that he went to places where he had traces of her, but never found her; that he begged her grown-up children, if ever they heard of her, to let him know, and that these children had invariably said they thought she was dead. Some other attempt was made to show that the prisoner thought his wife had died; but his Lordship said this part of the case was not sufficiently proved.

A long discussion took place as to whether the attempts made by the prisoner to find his first wife would afford any defence, as it was admitted that everything that had been done was told and known to the second wife before her marriage; and ultimately it was decided that the mere advertising and looking for the wife was not sufficient to raise the defence, though possibly the case might be reserved for further consideration, if necessary. In the result, however, a *Conviction* passed, and the prisoner was sentenced to a day's imprisonment.

A SINGULAR ACTION OF DAMAGES.—Actions of damages have many amusing features, but one of the quaintest cases of the kind is pending before the Imperial Royal Tribunal at Marburg. A commercial traveller sues the Sud-Bahn Company for injuries sustained by him in a railway collision. It appears that this traveller, at the very moment of the collision, was introducing a junk of Bologna sausage into his mouth on the point of a pen-knife, and the shock of the collision caused him to add to the natural width of that useful orifice by a slit some two inches in extent. For this disfigurement he claims a large indemnity. The company, however, plead that "no decent person eats with his or her knife, and that the plaintiff, having hurt himself in the very act of committing a social delict, must bear the consequences of his offence."

A CURIOUS mode of evading an injunction was practiced in Buenos Ayres Gás Co. v. Wilde, Ch. Div. July 10, 1880, 42 L. T. (N. S.) 657. On motion for injunction to restrain defendant from publishing a certain cautionary advertisement, or any other of a like nature, as calculated to injure the plaintiff's business, the defendant undertook until the trial not to issue the advertisements. Defendant afterward published in a newspaper a notice of the hearing of the motion, and of his undertaking, which virtually repeated the caution. This was in large type, occupying half a page. The plaintiff moved to commit the defendant for contempt. The Court said: "It would have been well for Mr. Wilde to have abstained from further advertisements in the newspapers. Silence is the best obedience in such a case." But the argument of the plaintiff, that, having been ordered not to do a certain thing, the defendant was guilty of contempt in telling the world he was not at liberty to do it, did not prevail, and he was discharged.

BREVITY AT THE BAR.—"I found from experience, as well as theory, that the most essential part of speaking is to make yourself understood. For this purpose it is absolutely necessary that the court and jury should know as early as possible *de quâ re agitur*. It was my habit, therefore, to state in the simplest form that the truth and the case would admit the proposition of which I maintained the affirmative and the defendant's counsel the negative, and then, without reasoning upon them, the leading facts in support of my assertion. Thus it has often happened to me to open a cause in five minutes, which would have occupied a speaker at the bar of the present day from half an hour to three quarters of an hour or more."—*Lord Abinger* (*Scarlett*).

DIVORCE.—In the courts of San Francisco, during the year 1879, three hundred and twenty-three divorces were granted. The commonest causes were cruelty and desertion.