The Legal News.

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The list of judgments delivered by the Court of Appeal at Montreal, on Thursday last, is a peculiar one,—ten appeals were dismissed—not one allowed. The only dissent was a silent one, the dissentient judge not being present when the judgment was pronounced. Such harmony *inter se*, and with the Courts below, is very remarkable; and considering that the cases carried to appeal are selected by the bar from a very much greater number of judgments of first instance, it would seem to indicate that the work of the Courts below is carefully performed.

One of the most important cases disposed of by the Court was *C. P. R. Co. & Robinson*, in which the judgment of the Court of Review, reported in M. L. R., 5 S. C. 225-249, was unanimously affirmed. The action was by a widow, under Art. 1056 of the Civil Code, to recover damages occasioned to her by the death of her husband, who was fatally injured through the negligence of the company's employees. The only question of importance was one which was first raised at the argument before the Court of Review, namely, the husband's action having been extinguished by prescription before his death, had the widow the remedy indicated by Art. 1056? The Court of Appeal unanimously decided, assuming that the husband's action had been prescribed before he died, that this did not deprive the widow of the right to sue under Art. 1056. That right does not pertain to her as heir of her husband, but is a distinct right, which is extinguished only where the husband has obtained "indemnity or satisfaction" before his death. An *obiter dictum* of the Chief Justice is of interest. His Honour considered it very doubtful whether prescription runs against an injured person from the date of the accident. Should it not rather be from the date of his recovery? In these cases damages must be proved. How can the bills for surgical and medical attendance be proved while the doctors are still in daily attendance? How can the cost of an artificial leg be claimed before the crippled plaintiff has sufficiently recovered to make it clear that he will ever be in a condition to use it? It does seem a monstrous injustice to suppose that prescription is running while an unfortunate man is lying mangled and exhausted, in pain and want and misery, growing daily more helpless until the end comes. It was not necessary to decide this question in the *Robinson* case, because the Court held that the prescription of the husband's claim before death could not affect the right of the widow under Art. 1056, but the point will probably be heard of again in some other case.

A question of interest to the bar and to the officers of the Court was decided this week by Mr. Justice Würtele in *Bossière* v. *Bickerdike*, 6 S. C. The question was whether the prothonotary could be punished for contempt for failing to produce a record, where no wilful neglect was charged against him. The Court decided in the negative, and held that the remedy was by civil action of damages. If it were not so, the prothonotary would be liable to imprisonment for an indefinite period in consequence of the disappearance of a record through the carelessness of an employee not appointed by himself.

COUR SUPÉRIEURE (CHICOUTIMI.)

Coram ROUTHIER, J.

DONAIS v. BOSSÉ.

Responsabilité du Shérif.

JUGÉ:—*Qu'un shérif qui n'a pas légalement assigné les jurés, est responsable en loi, vis-à-vis d'un accusé qui n'aurait pu pour cette raison subir son procès au jour fixé, et doit lui rembourser les frais qu'il a encourus à cette occasion.*

PER CURIAM:—Demande de $540.40 dommages, étant le montant d'argents déboursés par le demandeur dans les circonstances suivantes:

Au terme dernier de la Cour Criminelle à

Chicoutimi (13 février 1874), un indictement pour félonie contre le demandeur fut soumis aux grands jurés et rapporté par eux comme fondé. Le demandeur plaida non-coupable et son procès fut fixée au 19 février. Le 19 février il fit déclarer nuls, et fit mettre de côté par la Cour, les listes des grands et petits jurés, et le tableau de petits jurés, puis il fit application pour qu'il lui fût permis de retirer son plaidoyer général de non-coupable, et lui substituer un plaidoyer *in abatement* qu'il produisit. La Cour prit ce plaidoyer en délibéré et fut ajournée au terme suivant.

Le demandeur prétend que s'il n'a pas subi son procès le 19 février, c'est parceque les listes et tableaux des jurés avaient été faits illégalement par le défendeur et ont été annulés par la Cour; que pour subir son procès ce jour-là, il avait assigné des témoins et retenu les services d'un avocat et d'un conseil; qu'il a ainsi déboursé inutilement et en pure perte par la faute du défendeur une somme de $540.40 pour assignation et taxe de témoins, honoraires d'avocat et conseil et autres dépenses, et que le défendeur est tenu de lui rembourser la dite somme à titre de dommages.

Le défendeur répond à cette action qu'il a fait les listes de jurés et les tableaux, avec soin et de bonne foi, et que cela suffit pour dégager sa responsabilité; que d'ailleurs les erreurs qu'il a pu commettre et l'annulation de ses procédés par la Cour, n'ont pas été cause que le demandeur n'a pu subir son procès au jour fixé (19 février 1874.)

La première question soulevée par cette défense est donc une *question de droit*, et la seconde une *question de fait*.

Sur la première je suis d'avis que le défendeur a tort. S'il est vrai que le demandeur n'a pu subir son procès au jour fixé parcequ'il n'y avait pas de jurés légalement assignés, le défendeur est responsable en loi, et doit lui rembourser les frais qu'il a encourus à cette occasion.

Il est certain que les officiers publics ont droit à une certaine protection et ne doivent pas être jugés trop sévèrement. Mais ils sont tenus de connaitre les devoirs que la loi leur impose, et ils doivent les remplir comme la loi le veut. Je comprends que la responsabilité du défendeur ne serait pas engagée s'il s'était trompé dans l'interprétation d'une loi obscure et douteuse. Mais ici, il s'agit d'une loi très claire, qu'il comprenait très bien, nous en sommes sûr, mais qu'il a cru pouvoir mettre de côté en se fondant sur une pratique vicieuse et un usage suivi depuis longtemps. Il est bien évident qu'il a fait la chose sans aucune malice, et sans prévoir qu'elle pût être préjudiciable au demandeur ou à aucun autre. Mais il n'en reste pas moins vrai qu'il a commis une faute dans l'exercice de son devoir, et si cette illégalité a fait tort au demandeur il en est responsable. "La loi, a dit Bertrand de Greville, "ne peut balancer entre celui qui se trompe "et celui qui souffre."

Cette doctrine est soutenue par Toullier, vol. 11, p. 203, 204 et 251; Larombière, vol. 5, p. 695, No. 15; Domat, Pothier.

Elle a été aussi sanctionnée par la Cour d'appel dans une cause de *Montizambert & Talbot*, rapportée au 10ème vol., L. C. R., p 269.

Mais cette responsabilité du défendeur ne peut être invoquée contre lui que dans le cas où les dommages soufferts résulteraient de *son fait*. Or la preuve du demandeur fait défaut sous ce rapport. Il résulte au contraire des faits prouvés et des documents produits dans la cause que l'absence de jurés légalement assignés n'a pas empêché le demandeur de procéder, et que ses procédures mêmes ont rendu la présence de petits jurés inutile.

Jugement:—"Considérant que le demandeur n'a pas prouvé les allégués essentiels de son action, et notamment qu'il ait encouru inutilement les frais qu'il réclame, par le fait et la faute du défendeur; que si le demandeur n'a pas subi son procès devant la C.B.R. il n'est pas établi que ce soit à raison de l'illégalité et de l'annulation des listes des jurés et du tableau des petits jurés, mais plutôt à raison de son application pour substituer un plaidoyer *in abatement* à son plaidoyer de *non-coupable*, et de la prise en considération de ce plaidoyer par la Cour;

"Considérant que le défendeur a prouvé les allégués essentiels de son exception, la déclare bien fondée, et renvoie l'action du demandeur, avec dépens."

COUNTY COURT.

ST. CATHARINES, Dec. 31, 1888.

Before E. J. SENKLER, Judge County Court, Co. Lincoln.

CANADIAN PACIFIC R. Co., appellant, and CITY OF ST. CATHARINES, respondent.

Taxation—Personal property of company used in telegraph office not subject to taxation.

Appeal from the decision of the Court of Revision for the City of St. Catharines for 1888, to the Judge of the County Court of the County of Lincoln.

PER CURIAM:—The assessment complained of is entered in the assessment for the City of St. Catharines for 1888, as follows:—

"Canadian Pacific Telegraph Office, T.—Richard Fitzgerald, T.—$1,400 Real property—$400 Personal property," and the complaint is as to the personal property only.

The contention of the appellants is that no such corporation exists as the Canadian Pacific Telegraph Company; that the office of which the real property assessed consists and in which the personal property assessed, is said to be situate (such personal property, consisting of furniture and instruments used in telegraphing), is rented by the Canadian Pacific Railway Company, which has constructed a telegraph line along the line of its railway, and has also constructed other telegraph lines connecting St. Catharines and other places with the telegraph line along the railway, as that railway company is authorized to do by section 16 of its charter (44 Vict. ch. 1); that the business at the office in question is carried on by the Canadian Pacific Railway Company under this section, and cannot be distinguished from the general business of the company; that under the Assessment Act, R. S. of O. (1887), cap. 193, sect. 34, sub-sect. 2, the personal property of the Canadian Pacific Railway Company is exempt from assessment, the shareholders being liable to assessment on the income derived from the Company.

Mr. McDonald, the City Solicitor, hardly disputed the correctness of this reasoning, and after considering the Statutes referred to I think it is sound.

The Canadian Pacific Railway Company has invested the principal part of its means in the railway within the meaning of the second sub-section of the Assessment Act above referred to; the telegraph lines are of secondary importance.

I therefore grant the appeal and strike off the assessment of $400 for personal property.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

CHAPTER III.

OF INSURABLE INTEREST, THE SUBJECT INSURED, AND WHO MAY BECOME INSURED.

[Continued from p. 192.]

§ 61. *Prospective earnings, or profits.*

One having an insurable interest in property may also insure the prospective earnings or profits likely to grow out of that property. Of this nature is the frequent case of insurance on freight. It is necessary, however, that such interest should be insured specifically as such.[1]

In England and the United States, even inchoate interests arising from executory contracts of sale, and expectancies founded on subsisting titles, like profits and freight, have been frequently held insurable interests.[2]

As to profits, or freight, the French law in force in Lower Canada allows them to be insured.[3]

§ 62. *Insurance of expected increase in value.*

If there be an insurance on goods, the present value of which is £5,000, but it is expected that the value will rise, and an insurance is therefore effected for £6,000 in case of the value rising afterwards, and the goods being burnt when worth that: Cannot that increased value be claimed, though the real cash value at the date of the policy was only £5,000? Apparently it could. But suppose the goods at the date of the fire be worth

[1] *Abbott* v. *Sebor*, 3 Johns Cas. 39; *Barclay* v. *Cousins*, 2 East, 544.

[2] Columbia Ins. Co. *v.* Lawrence, 2 Peters 151; McGivney *v.* Fire Ins. Co., 1 Wend. 85; Ætna Fire Ins. Co. *v.* Tyler, 12 Wend. 507; 16 id. 385; Hancox *v.* Fishing Ins. Co., 3 Sumner 132; Barclay *v.* Cousins, 2 E. R.

[3] Art. 2493, C.C.

only £4,000, the insured cannot recover more than £4,000.[1]

§ 63. *Insurance on thing not in existence, or not yet acquired.*

Goods not in existence at the date of the insurance, but meant to be, or to be acquired afterwards, may be the subject of insurance.

A policy covering for twelve months goods in a shop covers to the extent of the sum insured, any goods of the insured put into the shop and lost by fire within the twelve months.

In the case of *B. A. Ins. Co.* v. *Joseph*,[2] Joseph insured "Household and smith's coals contained in" a certain yard, for twelve months, for £1,000. No quantity was mentioned. At the date of the policy only 500 chaldrons were contained in the yard. These were added to. Afterwards, from spontaneous combustion 853 chaldrons were burnt. The insurance company, sued by Joseph, pleaded that the original 500 chaldrons remained unburnt, and that the fire had been caused by the other coals, uninsured, having been placed there wet.

The courts held that the policy covered the coals at the date of it in the yard, and the others that Joseph afterwards put there.

[1] The following is an extract from a communication which appeared in the London *Times*:—"I beg to call attention to a more injurious step taken by the leading fire insurance offices in London. It is a clause lately inserted in their fire policies, by which, no matter the amount insured and the premium paid, the offices are not answerable to more than the market value of the goods previous to the fire. Now, Sir, to show how injurious such a clause is to merchants or consignees, suppose my correspondent ships me grain to the value of £25,000, which I warehouse and insure. The market being depressed, I am instructed to hold till the market recovers to the value insured: but a fire occurs at a moment when wheat, instead of being worth 60s., is only worth 40s. The insurance company, according to this clause, pays me but £16,666, although they have received premium on £25,000. I am, therefore, a loser of £8,333, which must either fall on my correspondent or on me; while, if the market rises and the value be, say £30,000, the insurance company only pays on the amount insured." But is he a loser? If there had been no fire, and he had held the grain, might it not have fallen to £10,000? Besides, he is not a loser, for with £16,666 he can buy that quantity of grain then and there.

[2] 9 L C. Reports.

§ 64. *Loss before date of contract—French authorities.*

Where the thing is lost before the contract is made, the insurance is null according to Pothier, Ass. No. 11, the same as a sale is null if the thing have perished. But under 365 C. de Com., conformable to Art. 38 des Assurances de l'Ord. de 1681, marine assurance made in good faith in ignorance of the loss of goods, or ship, at a distance, is valid; so says Massé, Nos. 1554, 1555, Dr. Com. But in fire assurance, Massé says such insurance is radically null.

In the case of *Folsom* v. *The Merc. Mut. Ins. Co.*[1] a contract of insurance was made on a schooner called *B. F. Folsom*, March 1st, the words "lost or not lost" not in the policy. The risk was taken from January 1 preceding to January 1 following. The inception of the contract was 1st January, 1869. The vessel was in existence then; but on 1st March it was *not;* but both parties were in ignorance of the fact that the vessel did not then exist. On the 13th January, 1869, the vessel insured became disabled at sea, and afterwards was abandoned and totally lost. Before the plaintiff insured he had seen a report that the *Orlando* was lost, but said nothing, though he knew a man named *Orlando* was master of the vessel insured. The insured recovered.

Strickland v. *Turner* is cited by Bunyon against my text; it ruled as per Pothier, Ass. No. 11, for sale of a thing lost before it was sold; but Pothier, No. 12, is express that this sales doctrine is not to be applied in insurance.

In *Strickland* v. *Turner*, 7 W. H. & Gordon, an annuity payable during his life to A, was sold by A's agent to B, who paid. At the time of the sale A was dead. His agent and the purchaser were ignorant of this. The purchaser got nothing. There was total absence of consideration to him; so he got back his money paid.

In a case of *Security F. Ins. Co.* v. *Kentucky Mar. & F. Ins. Co.* (A.D. 1869), it was held that where the property insured is distant and its status unknown, the insurer must pay for a loss that occurred before the date of the contract (in fire as in marine insurance.)[2]

[1] 8 Blatchford's Rep.

[2] It is better to say "lost or not lost;" yet circumstances may imply that, as was held in the above case.

In the case of *Paddock* v. *The Franklin Ins. Co.* [1], it was held that insurance on goods "lost or not lost," will cover any loss which arises after the period fixed for the inception of the risk, though prior to the execution of the policy.

§ 65. *Subject insured—Knowledge of loss.*

Though it might be supposed that the subject insured must exist at the date of the insurance, if the subject have ceased to exist before it was made the object of insurance, the insurance is not null, nor is the premium paid to be returned if the insured did not know and could not have known of its loss before the insurance.

Under the Ordonnance of 1681, insurance might validly be effected in such case, where the insured did not know of the loss.

Massé, Droit Comm., No. 1555, says: Even where there is good faith, *assurance terrestre* is absolutely null if made on a thing which has ceased to exist, and he cites Quénault.

Our Lower Canada Civil Code, Art. 2480, requires that an interest must exist at the time of the insurance.

In France the thing must exist in *assurance terrestre;* but ships are frequently insured "*sur bonnes ou mauvaises nouvelles*" equivalent to "lost or not lost"; but this last expression has for effect only to throw more proof on the insurers. If the insured had knowledge of the loss his policy (even with these words) is void, and so in England.

In Scotland, insurance of a house at a distance, in belief of its being extant, is effectual. No. 458, Bell's Pr.

In 2 Saunders' R., 201, d. note, it is said that insurance on a ship is null if she be lost before the insurance was effected, unless the words "lost or not lost" be in the policy; and the insured will not recover, though these words be in the policy, if he knew that the ship was lost. Where the belief of both parties was that she was extant, the insurance is effectual, and so of a house at a distance. In the Heligoland case, *post*, the subject insured was lost before insurance was effected upon it, but both parties were ignorant of this, so this could not have been made by the insurers reason for not paying.

[1] 11 Pick. So also, *Sutherland* v. *Pratt*, 11 Mees. & W.

Knowledge of loss will be supposed, where the loss of the object has been announced in a newspaper taken in by the insured. An analogous case is put in Pothier (Assurance), No. 25.

3 Kent. Some hold a ship policy void if the ship be lost before the insurance, unless the words "lost or not lost" be in the policy. Judge Story does not so hold, so (*semble*) he would allow to be valid insurance of a house, without the words "lost or not lost," if all be *bona fide*.

§ 66. *Concealment of loss by agent from his principal.*

In *Proudfoot* v. *Montefiore* [1] a question of considerable importance was discussed. Insurance was effected on a cargo of madder from Smyrna, when the ship was already lost. The fact of the loss was known to the agent of the insured, but he purposely withheld information of it from his principal in order that insurance might be effected by the latter. The Court held the insurance to be void on the ground that the concealment of the loss by the agent was fraudulent, and his employer should suffer for it.

Insurance may be effected on a house at a distance. This may have an effect on notice of loss, the time for it, and the right of the insured to recover.

§ 67. *Insurance of commissions by consignee.*

The commissions expected on a consignment seem to be a good insurable interest.[2] "On commission of the plaintiff as consignee of the cargo of ship, valued the commission at £1,500." This would describe a good insurable interest. [3] But for condition against it, frequently a consignee in possession of goods, though the goods of the consignor, may insure them in his own name. The lawful possession would give him an insurable interest, and if he were to insure generally all the goods in a store described, the policy would cover his own goods and those deposited there of which he is consignee only. [4]

[1] Queen's Bench (Eng.) June 15, 1867.

[2] *Flint* v. *Lemesurier*, Park, § 268.

[3] *Barclay* v. *Cousins*, 2 East, 544; *Brisban* v. *Boyd*, 4 Paige.

[4] *De Forest* v. *Fulton Fire Ins. Co.*, Hall, 84.

APPEAL REGISTER—MONTREAL.

Thursday, June 19, 1890.

Montreal Loan & Mortgage Co. & Leclair.—Affirmed.

Canadian Pacific R. Co. & Robinson.—Affirmed.

Bonneau & Circé.—Affirmed.

Palliser & Lindsay.—Affirmed.

Moodie & Jones.—Affirmed, Tessier, J. dissenting.

Bergevin & Taschereau & Masson.—Affirmed.

Lamoureux & Dupras.—Affirmed.

Sherbrooke Telephone Association & City of Sherbrooke.—Affirmed.

Michon & Leduc.—Affirmed.

Persillier dit Lachapelle & Brunet et ux.—Affirmed.

Hurdman et al. & Thomson.—Motion for leave to appeal.—Continued to next term.

The Court adjourned to Sept. 15.

EXTRADITION BETWEEN GREAT BRITAIN AND THE UNITED STATES.

The following Order in Council, published in the *London Gazette* of March 25, 1890, appears in the *Canada Gazette*, June 14, 1890:—

AT THE COURT AT WINDSOR,

The 21st day of March, 1890.

PRESENT:

The QUEEN'S Most Excellent Majesty.

Lord President,	Earl of Coventry,
Duke of Rutland,	Sir William Field.
Lord Chamberlain,	

Whereas by the Extradition Acts 1870 and 1873, it was amongst other things enacted that, where an arrangement has been made with any foreign State with respect to the surrender to such State of any fugitive criminals, Her Majesty may, by Order in Council, direct that the said Acts shall apply in the case of such foreign State; nd that Her Majesty may, by the same or any subsequent Order, limit the operation of the Order, and restrict the same to fugitive criminals who are in or suspected of being in the part of Her Majesty's Dominions specified in the Order, and render the operation thereof subject to such conditions, exceptions and qualifications as may be deemed expedient; and that if, by any law made after the passing of the Act of 1870 by the Legislature of any British possession, provision is made for carrying into effect within such possession the surrender of fugitive criminals who are in or suspected of being in such British possession, Her Majesty may, by the Order in Council applying the said Acts in the case of any foreign State, or by any subsequent Order, suspend the operation within any such British possession of the said Acts, or of any part thereof, so far as it relates to such foreign State, and so long as such law continues in force there, and no longer.

And whereas by an Act of the Parliament of Canada passed in 1886, and intituled "An Act respecting the Extradition of Fugitive Criminals," provision is made for carrying into effect within the Dominion the surrender of fugitive criminals:

And whereas by an Order of Her Majesty the Queen in Council, dated the 17th day of November, 1888, it was directed that the operation of the Extradition Acts 1870 and 1873 should be suspended within the Dominion of Canada so long as the provision of the said Act of the Parliament of Canada of 1886 should continue in force and no longer:

And whereas a Convention was concluded on the 12th day of July, 1889, between Her Majesty and the United States of America for the mutual extradition of fugitive criminals, which Convention is in the terms following:—

"Whereas by the Xth Article of the Treaty concluded between Her Britannic Majesty and the United States of America on the 9th day of August, 1842, provision is made for the extradition of persons charged with certain crimes;

"And whereas it is now desired by the high contracting parties that the provisions of the said Article should embrace certain crimes not therein specified, and should extend to fugitives convicted of the crimes specified in the said Article and in this Convention;

"The said high contracting parties have appointed as their plenipotentiaries to con-

clude a Convention for this purpose, that is to say:—

"Her Majesty the Queen of the United Kingdom of Great Britain and Ireland: Sir Julian Pauncefote, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Honorable Order of the Bath, and Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty to the United States;

"And the President of the United States of America: James G. Blaine, Secretary of State of the United States;

"Who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following Articles:—

"ARTICLE I.

"The provisions of the said Xth Article are hereby made applicable to the following additional crimes:—

"1. Manslaughter when voluntary.

"2. Counterfeiting or altering money; uttering or bringing into circulation counterfeit or altered money.

"3. Embezzlement; larceny; receiving any money, valuable security, or other property, knowing the same to have been embezzled, stolen, or fraudulently obtained.

"4. Fraud by a bailee, banker, agent, factor, trustee, or director or member or officer of any company, made criminal by the laws of both countries.

"5. Perjury, or subornation of perjury.

"6. Rape; abduction; child-stealing; kidnapping.

"7. Burglary; housebreaking or shopbreaking.

"8. Piracy by the law of nations.

"9. Revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas, against the authority of the master; wrongfully sinking or destroying a vessel at sea, or attempting to do so; assaults on board a ship on the high seas, with intent to do grievous bodily harm.

"10. Crimes and offences against the laws of both countries for the suppression of slavery and slave trading.

"Extradition is also to take place for participation in any of the crimes mentioned in this Convention or in the aforesaid Xth Article, provided such participation be punishable by the laws of both countries.

"ARTICLE II.

"A fugitive criminal shall not be surrendered, if the offence in respect of which his surrender is demanded be one of a political character, or if he proves that the requisition for his surrender has in fact been made with a view to try or punish him for an offence of a political character.

"No person surrendered by either of the high contracting parties to the other shall be triable or tried, or be punished for any political crime or offence, or for any act connected therewith, committed previously to his extradition.

"If any question shall arise as to whether a case comes within the provisions of this Article, the decision of the authorities of the Government in whose jurisdiction the fugitive shall be at the time shall be final.

"ARTICLE III.

"No person surrendered by or to either of the high contracting parties shall be triable or be tried for any crime or offence committed prior to his extradition, other than the offence for which he was surrendered, until he shall have had an opportunity of returning to the country from which he was surrendered.

"ARTICLE IV.

"All articles seized which were in the possession of the person to be surrendered at the time of his apprehension, whether being the proceeds of the crime or offence charged, or being material as evidence in making proof of the crime or offence, shall, so far as practicable, and if the competent authority of the State applied to for the extradition has ordered the delivery thereof, be given up when the extradition takes place. Nevertheless, the rights of third parties with regard to the articles aforesaid shall be duly respected.

"ARTICLE V.

"If the individual claimed by one of the two high contracting parties, in pursuance of the present Convention, should also be claimed by one or several other Powers on

account of crimes or offences committed within their respective jurisdictions, his extradition shall be granted to that State whose demand is first received.

"The provisions of this Article, and also of Articles II to IV inclusive, of the present Convention, shall apply to surrender for offences specified in the aforesaid Xth Article, as well as to surrender for offences specified in this Convention.

"ARTICLE VI.

"The extradition of fugitives under the provisions of this Convention and of the said Xth Article shall be carried out in Her Majesty's dominions and in the United States, respectively, in conformity with the laws regulating extradition for the time being in force in the surrendering State.

"ARTICLE VII.

"The provisions of the said Xth Article and of this Convention shall apply to persons convicted of the crimes therein respectively named and specified, whose sentence therefor shall not have been executed.

"In case of a fugitive criminal alleged to have been convicted of the crime for which his surrender is asked, a copy of the record of the conviction, and of the sentence of the Court before which such conviction took place, duly authenticated, shall be produced, together with the evidence proving that the prisoner is the person to whom such sentence refers.

"ARTICLE VIII.

"The present Convention shall not apply to any of the crimes herein specified which shall have been committed, or to any conviction which shall have been pronounced, prior to the date at which the Convention shall come into force.

"ARTICLE IX.

"This Convention shall be ratified, and the ratifications shall be exchanged at London as soon as possible.

"It shall come into force ten days after its publication, in conformity with the forms prescribed by the laws of the high contracting parties, and shall continue in force until one or the other of the high contracting parties shall signify its wish to terminate it, and no longer.

"In witness whereof, the undersigned have signed the same, and have affixed thereto their seals.

"Done in duplicate, at the City of Washington, this 12th day of July, 1889.

"(L.S.) JULIAN PAUNCEFOTE.

"(L.S.) JAMES G. BLAINE."

And whereas the ratifications of the said Convention were exchanged at London on the 11th day of March, 1890.

Now, therefore, Her Majesty, by and with the advice of Her Privy Council, and in virtue of the authority committed to Her by the said recited Acts, doth order, and it is hereby ordered, that from and after the 4th day of April, 1890, the said Acts shall apply in the case of the United States of America, and of the said Convention with the United States of America.

Provided always, and it is hereby further ordered, that the operation of the said Extradition Acts, 1870 and 1873, shall be suspended within the Dominion of Canada so far as relates to the United States of America and to the said Convention, and so long as the provisions of the Canadian Act aforesaid of 1886 continue in force, and no longer.

C. L. PEEL.

GENERAL NOTES.

JUDGE LYNCH AHEAD.—A record has been made of the murders committed in the United States for six years past, and the total is 14,770. For these 558 persons have suffered death in accordance with the provisions of the law. Nine hundred and seventy-five, however, have met their fate at the hands of Judge Lynch. If the latter statement be an index to public opinion, the abolition of capital punishment would be somewhat premature.

FIRE INSURANCE.—What is a fire? is the question which a Paris Court was recently called upon to decide. The Countess Fitzjames had had all her effects insured by the Union Fire Insurance Company for 685,000 francs. In the list of jewels covered by the policy was a pair of pearl earrings valued at 18,000 francs and insured for 10,000. One afternoon, while dressing, the Countess knocked the earrings accidentally from the mantelpiece into the open fire. Despite her strenuous efforts with shovel and tongs the jewels were destroyed. She recovered the gold, valued at 60 francs, and demanded from the company 9,940 francs indemnity for the loss of the pearls. The company refused to pay on the ground that the ordinary grate fire was not the kind of a fire contemplated in the insurance policy. The Countess appealed to the Courts and got a decision in her favor. The judge held that "an insurance against fire was an insurance against all kinds of fire—that was, insurance against any loss caused by any flames."—*Ex.*