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EXTRADITION.

We notice by a case mentioned in an American contemporary, *State* v. *Vanderpool*, Weekly Law Bulletin, Ohio, vol. 10, p. 170, that a point of some interest has been decided by the Supreme Court of Ohio. Under the treaty of 1842 between the United States and Great Britain, certain prisoners were extradited from Canada and taken to Butler county, Ohio, for trial. They were there convicted and sent to the Penitentiary for the crime for which they had been surrendered. While serving out their sentences they were indicted in Belmont county for forgery committed prior to their extradition. Forgery is an extraditable offence under the treaty; but the Court held that as the prisoners had not been extradited for that crime they could not be tried for it in Belmont county until they had served out their sentence on the charge for which they had been surrendered by Canada, and had had a reasonable time to leave the State.

MISUSE OF TITLES.

In connection with the subject adverted to on p. 66 of this volume, as to the common misuse of titles, the following extract from an article by Mr. Freeman in the current number of *Longman's Magazine*, is not without interest and pertinence on this side of the Atlantic:—

"It is indeed a strange result of lessening the number of cathedrals and collegiate halls that, ever since that change, the land has swarmed with canons as it never did in any earlier age. The capitular members of the new foundations used to be called prebendaries; but nobody talked of 'Prebendary A.'; they were satisfied to be 'Mr.' or 'Dr.', as might happen. Now their style is 'Canon,' and everyone of them is called 'Canon' this or that. A witty canon of St. Paul's, a learned prebendary of St. Peter's, would have thought it strange to be called 'Canon Smith' and 'Prebendary Milman'; their successors are all 'Canon' this and that. But it is only now and then that 'Canon A. and B.', whom we stumble upon daily, hold any such historic post as those held by a Pusey, a Milman, or a Sydney Smith. Such a canon is far more likely to be a brand new creation of the nineteenth century, an honorary canon of Manchester or Liverpool. Nay, minor canons and priests, vicars, if they do not call themselves 'Canon B.,' are sometimes well pleased if anybody else will call them so. The disease has even spread to an ancient and highly honourable class, the prebendaries or non-residentiary canons of the old foundations. They cannot be left behind all the rest, and they, too, figure sometimes as 'Canon A.,' sometimes as 'Prebendary B.' Some of them, perhaps deserve the nickname. I have heard an old-foundation prebendary speak of himself on a public platform as an 'honorary canon.' The climax of all is when not a simple canon, but a dignitary of some ancient Church, say a precentor of Lincoln or a chancellor of Lichfield, stoops to be spoken of in the ruck, like the last honorary canon from Newcastle. * * A layman who has no ambition to proclaim at every moment of his life either that he holds some local office, or that some honorary compliment has been paid to him, finds it hard to enter into the fancy for being called 'canon,' especially when the man so called is not a full and real canon, but only some kind of a canon with a difference. But it is clear that the title is very dear to the clerical mind, dear, above all, to the minds of honorary canons. I heard one of their clerical brethren the other day—not, to be sure, a canon himself—speak somewhat scornfully of some who 'love to be called of men, Canon, canon.'"

LORD COLERIDGE'S VISIT.

The visit of the Lord Chief Justice of England to this continent has been the occasion of considerable comment, pertinent and otherwise. His Lordship accepted an invitation from the New York State Bar Association, and, wisely or unwisely, left himself in the hands of his hosts as to the disposition to be made of him during the time fixed for his stay. Our own impression is that this was rather unadvisedly done, for his Lordship might have reflected that busy professional men cannot afford to devote six weeks of valuable time to the enter-

tainment of a guest, even so distinguished as Lord Coleridge, and that idle or unemployed professional men are not the safest escort for a Chief Justice. Lord Coleridge, however, without any fear of wearing out his welcome, left himself at the disposition of his hosts for a six weeks' visit. The latter, *avec grande connaissance de cause*, proceeded to map out a programme which, some weeks before his Lordship touched these shores, we ventured to characterize as rather extensive (p. 249). The programme embraced a visit to all the principal cities in Canada. But it is well known now that the Chief Justice has not crossed, and is not likely to cross the border. While he has devoted days to places like Portland and Albany, and while he endures philosophically long journeys like that from Boston to Chicago, the old historic cities of Quebec and Montreal remain unvisited, in spite of the announcement which mapped out a Canadian tour for his Lordship. It is not for Canadians to complain of this. The visit, as we have said, was to New York hosts, and his Lordship might very properly choose his own time and opportunity for visiting the great and growing Dominion which is now attracting so large a share of the world's attention. But at all events the people of Canada cannot accuse themselves of being over-forward in pressing their courtesies upon his Lordship. If the invitation was given it was in consequence of a very plain suggestion. We take the letter sent to Toronto by Mr. E. F. Shepard, chairman of the committee of arrangements, as a proof. He writes:

"We consider it our pleasing duty to acquaint you with these facts in order *that you might have the opportunity of extending to Lord Coleridge any civilities which you may desire.*

"We understand that there will accompany him to this country his son, as his secretary, and Sir James Hannen and Charles Russell, Esq., M.P. for Dundalk, Ireland, but whether they will be with his Lordship in Canada we cannot now say, and it is probable that but one or two of our committee will accompany his Lordship in Canada.

"As he has left in our hands the arrangement of his appointments and acceptances *we should be very much obliged if you should tender him any courtesies by having such invitations sent to us for his Lordship and party.* We are very much gratified at the interest which his visit is exciting, and hope that it may be the occasion for expressing and increasing the good-will which has so long and happily obtained between the two great English-speaking nations of the earth."

Where the fault lies for the fact that after Toronto and other Canadian cities had taken some pains to prepare for his Lordship, an excuse was sent for non-attendance, we do not pretend to say. We attach no importance to current reports, to the effect that Canadian invitations were ignored because Canadian railways refused to "dead head" his Lordship's party. We cannot believe that his Lordship's entertainers would place themselves or their guest in such a false position, for English gentlemen who may be invited from London to the country or elsewhere, whether it be in England, Ireland, or Scotland, do not expect a free pass on the railways from any one. We hope that Canada may yet have the honor of a visit from the Chief Justice on a fitting occasion in the near future. In the meantime we can only admire the enthusiasm which our American cousins have developed in his reception,—even the serious professional journals feeling the breath of excitement, the *Albany Law Journal* printing the names of those who sat down at a private dinner with his Lordship, while the *Chicago Legal News* rivals village newspapers by reproducing the entire bill of fare.

THE LANGUAGE OF THE CODE.

To the Editor of the LEGAL NEWS:

Having been occupied at College with the study of English, my attention has been naturally attracted, since engaging in law, to peculiarities in the composition of legal works; and considering that the professional jurist does not pretend or need to be a litterateur, and considering furthermore the bareness and unmistakeableness which is generally the quality in their expressions to which every other quality must, if necessary, be sacrificed, the correct style of leading authorities strikes me as evidence of a high artistic level in the profession. Our Code, however, especially the English version, is not all of this level, nor does some of it fulfil very perfectly even the requisites of bare legal style. For example, a conspicuous fault is the use of several different terms to express one thing—a want of homogeneity of expression throughout—as in the phrases:—

1. "labor, trade, or business" (1891),
   "mercantile, mechanical or manufacturing business" (1871),

"trade, manufacture, or other business of a commercial nature" (1863),
"trading, manufacturing or mechanical purposes" (1834).

And compare 387: "financial, commercial and manufacturing companies."

2. "deemed" (1), *censés*,
"deemed" (2), *réputés*,
"held" (774), *réputés*,
"considered" (380), *censés*,
reputed.

3. "are construed" (8), *s'interprètent et s'apprécient*,
"interpreted" (12), *interprétée*.

4. "General partnerships" (1864-5), *Sociétés en nom collectif*.

In 1870 the introduction of "general" in its vernacular signification causes *sociétés en n. c.*, afterwards to be rendered "partnerships under a collective name."

5. "Law costs and *the* expenses incurred, etc. (2009).
"Law costs and *all* expenses incurred, etc. (1994).

6. "held" (2035), *possédés*.
"possessed" (2036), *possédait*.

7. ". . Such other clauses and announcements as the parties may agree upon" (2492).
". . Such other announcements and conditions as the parties may lawfully agree upon" (2569 & 2587), a better form.

8. "arrangement" (2610), *stipulation*.
"stipulations" (785), *stipulations*.

Another fault in the Code is ambiguity:—

1. "Gifts by contract of marriage are subject to this revocation, and *so are* remuneratory or onerous gifts," etc., (813).

2. "The obligation to return the gifts and legacies made during the marriage, either to the consort who is entitled to succeed, or to the other consort alone," etc., (717).

3. "The ship's warlike stores and provisions," (2555). See fr. "*Les munitions de guerre, les provisions du bâtiment . .*"

Prolixity likewise occurs:—

1. The words "general and special" before "partners" are useless in 1875, §3.

2. "For nine years or for a shorter term" are useless in 1300, cf. 1299.

3. So are "by their ascendants or other relations, or by strangers" in 829.

4. The lengthy terminal clause of 1275 could be replaced by "unless the contract otherwise stipulates."

The French idiom has led our own version into some defective phrases:—

1. "Moveable effects" (398) in place of "moveable property," or "moveable things," the phrases defined in 397.

2. "Owing to *the favor of marriage*," (820). Compare "the favor given to contracts of marriage" in 772.

3. "Married women" for the briefer and more characteristic "wives."

4. ". . The moveable property and the enjoyment of the immoveables possessed by the partners at the date of the contract are also included; but the immoveables themselves *are not included*," where "but not the immoveables themselves," would be better.

5. The prolixity "general and special" in 1875, §3.

6. The awkwardness of using "general" in 1870.

The sound might often be improved by such changes as:—

1. Altering "if at the time at which they are made they do not confer an indirect advantage (721) to "if they confer no indirect advantage at the time of making;"

2. Finding some other word for one of the "accordings" in 733;

3. Writing "natural death" for death," 1892, §5, taken in conjunction with §6.

The objectionable consequences of not using one uniform phrase throughout for the same thing, appear in places:—

1. "of sound mind," is omitted among the requisites of the witnesses to authentic wills in 844, while contained in 1208.

2. "Extraordinary expenses incurred," 2552, is "extraordinary expenses *necessarily* incurred" in 2527.

A few of the above defects, it is true, concern only one's literary satisfaction in reading the Code, but the others have a great deal to do with its sense. I enumerate the less with the more important, because, belonging to one aspect, they ought to be reformed together, which I hope some day will be done.

L.

NOTES OF CASES.

COURT OF REVIEW.

Montreal, September 29, 1883.

Before TORRANCE, RAINVILLE and JETTÉ, JJ.

WALTERS v. MAHAN et al.

Negotiable instrument—Pleading—Proof incumbent on holder.

It is not incumbent on the person producing a bill or note to prove consideration, if the instrument contains the words "value received," unless fraud be alleged and proved by the defendant.

TORRANCE, J. This was an action on a promissory note against maker and indorser for value received. The plea denied the receipt of value, and alleged forgery of the signature of the maker. The plea was maintained. I find that the signature of the maker Forget, was made by a cross and duly witnessed by the witness Bonin. There is no proof of value by the holder, and if fraud had been alleged and proved by Forget, it would have been incumbent upon the plaintiff to prove consideration, on the authority of Lord Campbell in *Fitch* v. *Jones*, 5 B. & Ellis, 245. Failing such allegation and proof, plaintiff is entitled to recover.

As the case is put before us, the plaintiff is presumed to have given value;—C. C. 2285, and being in good faith, and an innocent holder, Forget should suffer and not he.

JETTÉ, J., dissented.

Judgment reversed.

Macmaster, Hutchinson & Weir for plaintiff.
Mercier, Beausoleil & Martineau for Forget.

COURT OF REVIEW.

MONTREAL, September 29, 1883.

Before TORRANCE, RAINVILLE, MATHIEU, JJ.

TRUDEL v. STRONG.

Procedure—Requête Civile.

Where the Court had granted leave to defendant, after foreclosure, to file a plea, but the plea was not produced, and the plaintiff made his proof exparte and obtained judgment, held, that the requête civile subsequently presented by defendant was properly dismissed, notwithstanding the affidavit of his counsel alleging that there was an agreement between him and the plaintiff's attorney that the case should not be proceeded with.

TORRANCE, J. This was the merits of a judgment rendered in the District of Terrebonne on the 23rd June last, dismissing a *requête civile* presented by the defendant. The *requête* alleged that the judgment in favor of plaintiff, rendered on the 24th March, had been obtained by fraud and surprise. The procedure preceding the judgment was as follows:—The action was returned on the 20th January. On the 21st February the defendant was foreclosed from pleading. On the 24th February the plaintiff inscribed for proof exparte on the 20th March. On the 20th March, the defendant made a motion to be allowed to file the plea herein. It was granted on payment of certain costs. The plea was not produced. On the following day, the 21st, the plaintiff made his proof in the absence of the defendant, and then inscribed for hearing on the 24th March, serving the inscription at the office of the prothonotary in the absence of any other domicile of the defendant at Ste. Scholastique. There is no evidence in support of the *requête* excepting the procedure and the affidavit of the attorney of the defendant. He swears that there was an agreement between him and the attorney of the plaintiff that the case should not be proceeded with, and the petition further says that after the judgment allowing the plea to be filed, the plaintiff could not proceed without putting the defendant *en demeure* to produce his plea. There is no evidence of the *entente* between the attorneys apart from the affidavit, and the plea had not been produced as implied by the motion. The Court below dismissed the petition as without proof, it had the parties before it from day to day, it allowed defendant to produce his plea instanter without delaying plaintiff. He did not avail himself of the permission. Plaintiff proceeded, and the Court here confirms the judgment.

Judgment confirmed.

Pagnuelo & St. Jean for petitioner.
Prevost & Turgeon for plaintiff.

SUPERIOR COURT.

MONTREAL, September 29, 1883.

Before RAINVILLE, J.

EX parte HOGAN, and THE RECORDER OF MONTREAL.

Prohibition—Recorder—Quebec License Law.

The Superior Court will not interfere by writ of prohibition to prevent the Recorder of Montreal from hearing and deciding upon a complaint against petitioner in a matter within the jurisdiction of the Recorder.

In a proceeding against the petitioner before the Recorder, under the Quebec License Law, the revocation of petitioner's license as hotel-keeper was asked for. Held, that even if the license law did not sustain the demand for revocation of license, the Recorder nevertheless had jurisdiction to try the case, and the defendant's remedy was by certiorari.

The petitioner alleged in support of his petition for a writ of prohibition:—"That the City of Montreal, in its capacity of a body corporate, has caused to be issued out of the Recorder's Court of the City of Montreal a summons addressed to your petitioner and against him, whereby the City of Montreal complains that your Petitioner on Sunday, 12th August last past, did neglect to keep closed the bar of a certain inn then kept by him on the line of St. James street in the said city, Sunday being a time when the sale of intoxicating liquors is prohibited, contrary to the provisions of the Quebec License law of 1878, in such case made and provided, whereby and by force of the said law the said Petitioner had (as the said complaint alleges) become liable to pay a fine of not less than $30 nor more than $75, and the said complainant then and there and thereby prayed for judgment in the premises, and that the said Petitioner be condemned to pay a fine of not less than $30 nor more than $75 for the said offence, and further that the certificate by virtue of which the said Henry Hogan, your petitioner, obtained his license be revoked, &c.

"That the said Court in issuing the said writ of summons, exceeded its jurisdiction, for the following amongst other reasons:

1st. Because the Legislature of the Province of Quebec had no power or authority to pass the said Act intituled the Quebec License law of 1878, and the same is by its provisions and more especially in respect of the provisions respecting the days whereon the trade and commerce in intoxicating liquors may lawfully be carried on, is *ultra vires* and unconstitutional;

2. Because the City of Montreal had no authority to institute the said prosecution and to pray or ask the said Court to cancel the certificate of your Petitioner in the premises, nor has the said Court jurisdiction to cancel the same;

3. Because the provisions of the Quebec License law of 1878 respecting the periods when bars shall be kept closed (Sect. 92) has been repealed as your petitioner is advised;

4. Because your petitioner has already been convicted, to wit, on the 6th day of August last past for the same offence as that complained of in the said summons, to wit, of having his bar, in the said house on said street, open at a time when the sale of intoxicating liquors was prohibited, although said offence so complained of was on a date anterior to the said 12th of August, and that if the said Court were to punish your petitioner for the offence charged in the summons issued against him as hereinbefore firstly set forth, your petitioner would be condemned more than once for the same offence;

5. Because the Act of the Legislature of this Province, 45 Victoria, chapter 9, is unconstitutional and *ultra vires* of the said legislature in so far as it affects the trade and commerce in intoxicating liquors, by declaring days whereon the one may not be sold, and forbidding owners or lessees or occupants of houses from free use of their said houses or of certain rooms in them, and further in declaring the not keeping of the bar in taverns and restaurants closed during certain hours and periods therein indicated, an "offence."

"That the said Recorder's Court in issuing the said summons and in causing the same to be served upon your petitioner, and in allowing the same to be returned into it, and in all the proceedings held and taken respecting the same, has acted in excess of its jurisdiction;

"That your petitioner has filed a plea to the said summons, alleging the unconstitutionality of the aforesaid several acts in so far as the complaint against him is concerned, and the various excesses of jurisdiction had and committed by the said Recorder's Court;

"That your petitioner is credibly informed that the Recorder of the City of Montreal, before

the said summons issued, positively declared his intention to cancel the certificate of any person or persons holding such, and found guilty of any contravention of the provisions of the Quebec License law of 1878 ;

"That your petitioner feels that for the reasons aforesaid, justice will not be done him before the said Court, inasmuch as the said Recorder has in effect by his said declaration prejudged the question of constitutionality of the said several statutes, without your petitioner having been afforded an opportunity of being heard ;

" That without the benefit of a writ of prohibition addressed to the said Recorder's Court of the City of Montreal, ordering the said Court not to proceed further with the hearing of the said case, and further ordering the said writ of summons and complaint with all the proceedings had and taken thereon to be returned before the Superior Court for Lower Canada in the city and district of Montreal on such day as in the said writ shall be fixed, your petitioner will sustain damage, &c."

The judgment of the Court is in the following terms :—

" Après avoir entendu les parties par leurs avocats respectifs sur la requête pour bref de prohibition produite par le requérant le 18 de septembre courant, avoir examiné la procédure et délibéré ;

" Attendu que le requérant allègue qu'il a été poursuivi devant la Cour du Recorder pour la cité de Montréal, pour avoir vendu de la liqueur enivrante un dimanche, le 12 août dernier ;

" Attendu qu'il allègue que la dite cité de Montréal conclut à ce qu'il soit condamné à l'amende, et que le certificat en vertu duquel il a obtenu sa licence soit révoqué ;

" Attendu que le dit requérant soumet que la dite Cour du Recorder n'a pas juridiction pour adjuger sur la dite plainte, et demande l'émanation d'un bref de prohibition enjoignant au Recorder de suspendre ses procédés sur la dite plainte ;

" Attendu que le requérant a soumis, comme proposition légale, que la dite Cour du Recorder n'a pas juridiction pour casser le certificat de licence du requérant ;

" Considérant que par l'acte des licences de 1878, section 92, la prohibition de vendre le dimanche ne s'applique qu'aux tavernes, auberges, restaurants de tavernes dans les mines d'or ;

" Considérant que par la section 102 du dit acte, toute condamnation pour contravention à la dite loi peut entrainer la révocation du certificat en vertu duquel la licence a été obtenue ;

" Considérant que par l'acte 42-43 Victoria, chapitre 4, il est défendu à toute personne de vendre de la liqueur enivrante le dimanche ;

" Considérant que par le statut 45 Victoria, chap. 9, la section 92 de l'acte de 1878 est abrogée, et qu'une autre loi lui est substituée, par laquelle il est défendu de vendre de la boisson le dimanche dans aucune auberge ou restaurant dans quelqu'endroit que ce soit dans cette province ;

" Considérant que la seule question légale à décider est de savoir si la pénalité édictée par la dite section 102 de l'acte de 1878, qui donne pouvoir de révoquer le certificat de licence pour contravention à la dite loi, s'applique à la contravention à une disposition faite par un statut subséquent ;

" Considérant qu'en supposant que les dispositions de la dite section 102 ne s'appliqueraient pas à la contravention dont se plaint la cité de Montréal, la dite Cour du Recorder n'en aurait pas moins juridiction pour entendre et décider de la plainte en question ; que le fait que la dite cité de Montréal demanderait trop en demandant la révocation du certificat de licence du requérant n'empêche pas la dite Cour du Recorder d'avoir juridiction, et que, dans le cas où la dite Cour du Recorder révoquerait le dit certificat contrairement à la loi, il resterait au requérant à se pourvoir par bref de certiorari ;

" Renvoie, en conséquence, la dite requête pour bref de prohibition avec dépens."

Church, Chapleau, Hall & Atwater for petitioner.

R. Roy, Q.C., for respondent.

ENGLISH HIGH COURT OF JUSTICE, PROBATE DIVISION.

January 30, 1883.

STURTON v. WHELLOCK.

Erasures in Will after execution by Testator.

Where erasures in a will are found after the death of a testator, the court can hear evidence to show under what circumstances they were made, and on proof of their having been made after the execution of the will, may order the original words to be restored.

The plaintiff as sole acting executor propounded the last will, dated the 8th of May, 1874, of John Payne, late of Sleaford, in the county of Lincoln, who died on the 13th of April, 1882.

On the 18th of July, 1882, an application had been made to the court on motion, on behalf of the plaintiff, for probate, this having been refused in the registry in common form, owing to certain erasures in the will, which were not initialed, or in any way authenticated by the testator. Over these erasures the word "five" had been written in every instance which occurred in the gifts or limitations in favor of the testator's grandchildren, and referred to the age at which their shares in certain trust legacies and the residue of his estate should become payable, the word "five" so appearing on the erasures being immediately preceded by the word twenty, which did not appear on any erasure. The word "five" so written on the erasures, filled the place of a word scratched out and rendered wholly illegible.

When the motion for probate had come before the judge, he had held that the question of the erasures could not be disposed of by him in a summary way without the consent of all parties interested, and that failing such consent the will must be propounded. It having proved impracticable to obtain that consent, this action had been commenced on 22d of July, 1882. The statement of claim which alleged the due execution of the will was delivered on the 9th of August, and no statement of defence had been filed by any of the defendants, but all parties interested under the will in the erasures had been cited and had entered an appearance. They were all willing that probate should be granted in the form prayed for by the plaintiff.

It was proved in evidence, that when giving instructions for his will the testator had expressed his wish to be that the requests to his grandchildren should not take effect until the latter were twenty-five years of age; that the solicitor, who had prepared the will for him, had explained to him that such bequests would be void as being made to come into operation more than twenty-one years beyond the lives of persons living at the time of the execution of the will, and that the testator had thereupon directed the insertion of the words twenty-one in all such cases. It was further proved in evidence that the will, as drafted and engrossed, had had the words twenty-one inserted wherever the word five had been substituted for one in the instrument as found on the death of the testator, and one of the attesting witnesses swore, that to the best of his belief, no erasure had been made in the will previously to the date of its execution.

Inderwick, Q. C. (with him *Bayford*), for plaintiff, asked the court to presume that the erasures had been made and the world "five" inserted after the execution of the will, and to direct that probate should be granted with the word "one" inserted instead of "five" wherever the erasures had been made. The best information as to the document before its execution was that the words "twenty-one" had been written in it. The presumption would be that the testator had made the erasures after executing it, even if the evidence did not warrant such presumption. *In the Goods of McCabe*, L. Rep. 3 P. & D. 94.

Dundas Gardiner and *J. W. Evans*, for defendants and parties cited, contended that the word "twenty" only should stand.

The PRESIDENT (Sir James Hannen):—I have no doubt from the evidence that what was originally written was "twenty-one;" that is, that when the will left the solicitor's office it contained those words. The question is whether the ordinary presumption arises that the erasures were made afterward? I arrive at the conclusion that I ought to act on the presumption that the testator made the alteration after the will had been executed. If the word "five" only were struck out, leaving the "twenty," I might do that which in the cases of some of the bequests the deceased had never intended. In this case I need not merely strike out the erasures. The case of *In the Goods of McCabe, ubi sup.*, is, in my opinion, applicable. If the testator made the alterations after he had executed his will, he must have done so under the impression that he had the power, for if he had known that he had not, he would not have done it. The extrinsic evidence satisfies me that the original words were "twenty-one," and I therefore allow the word "one" to be restored, and grant probate of the will in that form. —48 L. T. Rep. (N.S.) 237.

RECENT ENGLISH DECISIONS.

Slander by remarks of member at club meeting—Remote damage.—A statement of claim alleged that plaintiff had been a candidate for membership of a club, and had been rejected on ballot, that defendant was a member of the club: that after the ballot a meeting of the club was called to consider a proposed alteration of the rules regulating election of members; that with a view to retain the existing regulations and secure plaintiff's exclusion, defendant falsely and maliciously spoke and published of plaintiff certain words (the words set out were defamatory, but not actionable *per se*); that "by reason of the said defamatory publications, the defendant induced or contributed to inducing a majority of the members of the club to retain the regulations under which the plaintiff had been rejected, and thereby prevented the plaintiff from again seeking to be elected to the club; the plaintiff thus lost the advantage which he would have derived from again becoming a candidate with the chance of being elected." *Held* (reversing the judgment of Field, J.), that there was no sufficient allegation of special damage, resulting from the speaking of the words complained of, to constitute a cause of action, and that the damage which was alleged was too remote, and defendant was entitled to judgment on demurrer to the statement of claim. Court of Appeal, March 19, 1883. *Chamberlain* v. *Boyd.* Opinion by Lord Coleridge, C. J., and Brett and Bowen, L. JJ. (48 L. T. Rep. [N. S.] 328).

Limitation—New promise.—In an action claiming an account against the defendant, where the defendant had pleaded the Statute of Limitations, the plaintiff put in evidence a letter to him from the defendant, written within six years before action brought, containing the following passage referring to the debt in question: "I thank you for your very kind intention to give up the rent of Tyn-y-Curwydd next Christmas; but I am happy to say at that time both principal and interest will have been paid in full." *Held*, a sufficient acknowledgment from which to imply an unconditional promise to pay. Chan. Div., April 9, 1883. *Green* v. *Humphreys.* Opinion by Pollock, B. (48 L. T. Rep. [N. S.] 479).

RECENT UNITED STATES DECISIONS.

Promissory Note—Consideration—Criminal conversation.—It is a good defence to a suit on a note given in settlement of damages claimed for criminal intimacy with the wife of the payee, that as a part of the settlement the parties agreed in writing that the note should be void if the payee should ever speak of such intimacy, and that he had broken his agreement. The court said: "There is no rule of public policy which forbids such a contract for silence so long as it is not in contemplation to conceal and prevent the punishment of a crime. It does not appear, and will not be presumed, that in this instance a crime had been committed; nor but that, if there had, its punishment had been barred by lapse of time before the agreement was made. The public morals will surely not suffer by the suppressing of such scandals, and if the individuals concerned see fit to put their settlements and contracts on such a basis they may do so, and must be held to the legal consequences." —*Wells* v. *Sutton*, 85 Ind. 70.

GENERAL NOTES.

A curious forgery has occasioned much excitement among antiquarians and Hebrew scholars. One Shapira, a dealer in antiquarian treasures, produced an apparently ancient manuscript purporting to contain a portion of the Pentateuch, with variations from the accepted version. The forgery was cleverly executed, and puzzled a good many people who were not incapable judges. Mr. Clermont-Ganneau, however, has pronounced the manuscript to be a forgery, and suggests that the forger used for his purpose a part of the skin cut from the margin of what are known as synagogue rolls. Mr. Shapira is said to keep a large curiosity shop in Jerusalem, and his refusal to permit a close examination of the thread, etc., by the expert was somewhat suspicious.

Some interesting statistics have been collected by Professor Woolsey on the marriage and divorce question in Europe. In Protestant countries divorces are much more frequent than in those where the Catholic religion prevails, and this is undoubtedly due to the influence of the Catholic Church, which forbids divorced people to remarry. In the infrequency of divorce the Scandinavians rank first, the Scotch and English coming next, and the Germans last among the Protestant races of Europe. In Norway there is only one divorce to 1,852 marriages. In Scotland the ratio stands one divorce to 470 marriages, and in England one to 745. It is scarcely necessary to remark that the United States is far ahead of the heaviest record, the proportion even in Puritan New England being one divorce to every eleven marriages.