men "ought to have come to." In *Metropolitan Ry. Co.* v. *Wright*, Lord Halsbury suggested that the question depends on whether the verdict is one which reasonable men "might have come to," and now Lord Esher, M.R., tells us on the authority of Fry, L.J., that what Jessel, M.R. really said was that the question depends on whether the verdict is one which reasonable men "ought *not* to have come to."

APPEAL—EXTENDING TIME—IGNORANCE OF SOLICITOR.

The *Queen* v. *Kettle*, 17 Q. B. D. 761, is another of those cases in which the court has refused to extend the time for appealing, where the time has elapsed owing to the ignorance of the practice of the appellant's solicitors. Wills, J., says at p. 763, after observing that the rule of practice under which the appellant ought to have proceeded had been in operation a month, that "the case falls within the category of ignorance of the law suggested by Baggallay, L.J., in *Collins* v. *Paddington Vestry*, 5 Q. B. D. 368. There is, as suggested in that case, a material distinction between a slip or mistake before and after judgment; and I feel the full force of the observation. There comes a time when everything must be final. Where judgment has been given, the successful litigant has a right to be protected against the too liberal indulgence of the court." Grantham, J., though agreeing that in the case before the court the leave should be refused, reserved his opinion as to the general rule to be observed in such cases.

LESSEE—COVENANT TO LEAVE IN REPAIR—MEASURE OF DAMAGES—INDEMNITY—BANKRUPTCY.

The action of *Morgan* v. *Hardy*, 17 Q. B. D. 770, was one by a landlord against the assignee of a lease to recover damages for breach of a covenant to leave the premises in repair at the end of the term. The defendant brought in a third party from whom he claimed indemnity. It appeared that, owing to changes in the surrounding property, the demised premises had so far altered in value since the commencement of the lease, that they would be as valuable for letting purposes if some of the repairs required by the covenant, according to its strict meaning, were either omitted or executed at a cheaper rate than was usual under such a covenant; but it was held by Denman, J., that the true measure of damages, notwithstanding the facts aforementioned, was the amount required to put the premises into such repair, as was originally contemplated by the covenant. As between the defendant and the third party, it appeared that the agreement for indemnity was made in 1873, and the third party became bankrupt in 1875, and that the term expired in 1883, and the third party sought to escape from liability on the ground that it was a claim discharged by his bankruptcy, but it was held that his liability under his agreement to indemnify the defendant against the covenant in question, was not "a liability present or future, certain or contingent" within s. 31 of the Bankruptcy Act, 1869, so as to be provable in bankruptcy, and therefore, that the bankruptcy proceedings were no defence.

NEGLIGENCE—CORPORATION PERFORMING PUBLIC DUTIES.

Gilbert v. *Corporation of Trinity House*, 17 Q. B. D. 795, is deserving of a passing word. By the Merchant Shipping Act, 1854, the superintendence and management of all lighthouses and beacons in England are vested in the defendants. The action was brought to recover damages for negligence committed by the defendants' servant, and the defendants endeavoured to escape from liability on the ground that the Act had constituted them servants of the Crown, so as to exempt them from liability in the same manner as the great officers of state are exempt, but Day and Wills, JJ., held this defence untenable.

HUSBAND AND WIFE—DIVORCE—REMARRIAGE OF GUILTY PARTY.

Turning now to the cases in the Probate Division, the first which claims attention is *Scott* v. *The Attorney-General*, 11 P. D. 128, in which the validity of the remarriage of a divorced person contracted under the following circumstances came in question: A. and B., both having an Irish domicil, were married in Ireland. They resided in Ireland a year after their marriage, and subsequently removed to the Cape of Good Hope, where the husband abandoned all idea of returning home, and visited England only for short periods. In the fifth year of cohabitation the wife committed adultery with S., whose domicil was English, and in a suit instituted by the husband against the wife in the court of the Cape of Good Hope, the marriage was dissolved. By the law of that colony, the guilty