and especially where the law is not clear, the proposition is reasonable and right.

The point decided in "The Change," Swabey's Adm. R., 240 (quoted by the author from 29 L. T. 147), has been likewise misunderstood—at least, we cannot find in either report any trace of the refusal of evidence of which Mr. Fisher makes mention (p. 933), viz: "of the rate of interest agreed to be taken on a bottomry bond." It is unlikely, indeed, that the court have refused to take such evidence, if the silence of the instrument itself had been the only difficulty.* But, in truth, the question was not raised, and all that Dr. Lushington there determined, was to refuse a motion for leave to alter the bond, by filling up the blanks which had been left for the insertion of those rates; the only evidence upon which the motion was founded, being an exhibit purporting to be sworn at Calcutta, and to be the notarial certificate or affidavit of a practitioner there, by whom it had been draughted, and which stated that the agreed rates had been omitted by him in mistake.

At p. 968, the case of *Green* v. *Briggs*, 6 Hare, 632, is thus stated:—"Where the bankrupt devisee of an equity of redemption disclaimed, and the bankrupt was joined, he had no costs from the mortgagee; for, it seems, by the disclaimer, the assignee's interest became re-vested in the bankrupt." It is a mass of error. The assignees disclaimed; and therefore the bankrupt, in whom the equity was thereby re-vested, was joined, but had no costs from the mortgagees.

A still greater puzzle has been, naturally enough, occasioned at p. 1035 by the substitution of "receive" for "pay." As it stands, the reader learns from the *placitum* in question (1874), that "if the person entitled attends (at the time and place of payment) by his agent, the agent ought to be authorised by a power of attorney to receive the money; and, for want of such authority, the court has refused to make the order absolute, although no person appeared to *receive* the money (*Whitehead* v. *Lyall*, 2 Jur., N. S. 671;) 3 Sm. & G. 314."

There is, at p. 624, a similar blunder ("to" for "by"), which combined with a singular want of precision in the wording of the whole sentence, will certainly justify mankind in using Mr. Fisher's name for these two pernicious heresies: (1.) Purchase-money is payable by, not to, the vendor; and (2.) Where the title is deduced by recital from him, a subsequent purchaser will not be affected with notice of non payment. It is only by dint of much dislocation and transposition of the verbiage that we arrive at the real meaning of the cases cited in the foot-note to that passage, which is this:—"A subsequent purchaser will not be affected with notice of non-payment of the purchase money *to* the original vendor, *merely because* the title is deduced by rental from him; *for* the recital does not show the non-payment.

* See *Dickenson* v. *Heron*, V. & P. (14th edn.) p. 643, and other cases there cited.

We had marked a number of almost parallel passages to those above presented, but the laws of space are inexorable when the conduct of a quarterly is question. We must therefore content ourselves with a simple reference to each, by *placitum* and by page.* Let us also say, that we do so quite as much in the hope of attracting the attention of the learned author to the blemishes upon his otherwise admirable work, of which these are so many specimens, as because they serve the purpose for which we noted them—that of illustrating and justifying what we have said concerning the perils of reliance upon text-books.—*Law Review.*

* Pl. 339, *ad calc;* (p. 202) 475, *ad calc;* (p. 269) 1122, *ad calc;* (p. 610) 1143; (pp. 621-22) 1205, *ad calc;* (p. 654) 1377; (p. 768) 1384; (p. 770) 1443; (p. 799) 1458, *ad calc;* (p. 895) 1455, note (s.); (p. 895) 1489; (p. 824) 1549; (p. 904).

SERJEANTS' INN AND ITS PORTRAITS.

The superb re-decoration of the Hall of Serjeants' Inn, in Chancery Lane, and the cataloguing of its portraits, call public attention just now to that ancient and time-honored edifice. Mr. Serjeant Bain, the treasurer of the Inn, deserves great credit for his management of the re-embellishment, and for his publication of the Catalogue of Portraits. Before entering into details, we had better give a general account of Serjeants' Inn itself, and we cannot do that better than by extracting what Mr. Timbs has so ably written on the subject, in his recent popular work, entitled "Curiosities of London:"—

"There were," says Mr. Timbs, "originally three inns provided for the reception of the judges, and such as had attained to the dignity of the coif, viz., first, Scroop's Inn or Serjeants' Place, opposite St. Andrew's Church, Holborn, now long deserted by the Serjeants; secondly Serjeants' Inn, Fleet Street, which was held by lease under the dean and chapter of York, and is now deserted as an inn for serjeants; and thirdly, Serjeants' Inn, Chancery Lane, the only place that can with propriety be at present called serjeants' Inn. Scroop's Inn belonged to John, Lord Scroop, and was afterwards known as Scroop's Court. After his death, it was let out to some serjeants, who adopted it as their place, whence it was called Serjeants' Inn, in Holborn. After they disused it, the site was let for tenements and gardens. The serjeants about the beginning of the reign of Henry VI., and not before, resorted to the Fleet Street Inn, which had a very fine chapel and hall, and a stately court of tall brick buildings. It likewise retained a steward, a master cook, a chief butler, with other attendants and servants, and a porter. The old inn in Holborn having been sold, and the Fleet Street Inn having become dilapidated, the serjeants were quite ready to entirely emigrate to Chancery Lane, the third and chief inn to which one need invite attention. It bore once the name of 'Faryndon Inn,' and it