

RECENT ENGLISH DECISIONS.

may have in the possession of the then proprietor, but you are to see whether or not the value of the property as a marketable article to be employed for any purpose, to which it may legitimately and reasonably be put, has been interfered with or not."

In the following case of the *Queen v. Essex*, (14 Q. B. D. 753), a similar question is discussed. In this case part of a building estate was expropriated for a sewage farm, whereby the value of other parts of the land near to the part so taken was depreciated, even in the absence of any nuisance from the sewage farm when made, and it was held by the same learned judges, that the owner of the property was entitled to compensation, not only for the land actually taken, but also for damage occasioned by the other lands retained by him being injuriously affected by the expropriation. In giving judgment Day, J., makes some adverse comments on the case of *Vaughan v. Taff Vale Railway Co.* (5 H. & N. 679), which he considers was decided on a mistaken view of the statutes, and which establishes that where no land of an individual is taken, the latter cannot recover damages merely by reason of his land being injuriously affected by public works constructed in the neighbourhood—but he thought it was equally well established, that when any portion of a man's land is taken, he shall have full compensation for the injury that is done to him.

HUSBAND AND WIFE—SEPARATION DEED—COVENANT AGAINST MOLESTATION.

In *Fearon v. The Earl of Aylesford* (14 Q. B. D. 792), the Court of Appeal affirmed the judgment of the Divisional Court reported 12 Q. B. D. 539—and held that if in a separation deed a husband covenants to pay his wife an annuity, without restricting his liability to such times as she shall be chaste, the covenant remains in force, though the wife afterwards commit adultery—and further, that the commission of adultery by a wife, followed by the

birth of a spurious child, is no breach of a covenant against molestation contained in a separation deed. The Court moreover held that covenants in a separation deed by which the husband covenants to pay to a trustee for the wife an annuity, and the trustee covenants with the husband that the wife shall not molest him, must be construed as independent covenants, in the absence of any express terms making them dependent, and therefore, a breach of the covenant against molestation is not an answer to an action to recover the annuity.

INDEMNITY—GOODS LAWFULLY SEIZED FOR ANOTHER'S DEBT.

The next case which we come to is an important one on the subject of indemnity, viz: *Edmunds v. Wallingford* (14 Q. B. D. 811). The plaintiff was the trustee in bankruptcy of certain parties whose goods, prior to the bankruptcy, had been taken in execution and sold to satisfy a debt due by the defendant. After the sale the defendant, in consideration of the goods of the bankrupts having been so sold, had agreed to pay the plaintiff £300 a year until the trade creditors of the bankrupts should be satisfied. Having made default, the action was brought to recover the overdue instalments of £300, or, in the alternative, to recover the value of the goods seized. The Court of Appeal held that the plaintiff was entitled to recover. Lindley, L.J., who delivered the judgment of the Court, thus laid down the law. "Speaking generally, and excluding exceptional cases, when a person's goods are lawfully seized for another's debt, the owner of the goods is entitled to redeem them, and to be reimbursed by the debtor against the money paid to redeem them, and in the event of the goods being sold to satisfy the debt the owner is entitled to recover the value of them from the debtor." This right to indemnity exists, though there be no agreement to indemnify