nor connected with the dwelling-house This follows the rule laid down in Penton v. Brown, a rule which has been in existence for upward of 200 years, and which the Master of the Rolls said the Court could not overrule now, even if it did not agree with it.

*

LILIES v. Terry and Wife (L.J. 659; S.J. 52; T. 26; W. N. 144; L. T. 61.) —If A. acts as solicitor for B., and B. by deed gives some property to A.'s wife, can B. subsequently set aside the gift? Yes, said the Court of Appeal, unless the evidence clearly shows that B. had independent advice in the matter. Esher, M. R., commented on the rule which makes gifts by clients to their solicitor, or to the wives of them, void, as an unfortunate one; but Kay, L. J., dissented from these comments, and remarked that the rule was a rule of public policy of the highest importance, and Lopes, L. J., agreed with Kay, L. J., rather than with the Master of the Rolls. The law of Wright v. Proud (13 Ves. 136), to the effect that, "independent of all fraud, an attorney shall not take a gift from his client while the relation subsists, though the transaction may be not only free from fraud, but the most moral in its nature," was quoted with approbation in Kay, L. J.'s, judgment. As also was the law of Goddard v. Carlisle (9 Price, 169), to the effect that "there is no difference in principle between a gift to a man's wife and a gift to himself."

*

MOWBRAY v. Merryweather (T. 14; W. N. 136; L. T. 8; S. J. 9; L. J. 617). —If A supplies to B. a chain, and gives a warranty of fitness, and one of B.'s workmen is injured in consequence of the defective condition of the chain, and B. has to pay his workman damages for injury received, can B. sue A. on his warranty? The Court of Appeal (Esher, M. R., Kay and Rigby, L.JJ.), held that B. could sue A., the damages not being too remote, the measure of damages being the amount B. had been compelled to pay his workman.

SADLER v. G. W. R. Co. and Midland R. Co. (T. 1; W. N. 136; L. T. 8; S. J. 10: L. J. 617).—If two defendants not acting in concert cause a nuisance, and the act of either alone would not cause a nuisance, can a plaintiff in one action sue them jointly for damages and an injunction? Lords Justices Smith and Rigby, on an interlocutory appeal, held opposite views, and the appeal was therefore dismissed. Mr. Justice Day's order, staying the proceedings unless the Midland Company was struck out of the proceedings, therefore stood.

*

STAGG, Mantle & Co. v. Broderick (T. 12).—If a bill of exchange is indorsed by A. that in case of non-payment by the acceptors the bill is to be presented to A., and this indorsement is signed by A., can A. be sued? The Court of Appeal (Esher, M.R., Kay and Smith, L.JJ.) held that A. could not be sued as an indorser, but that he could be sued as a guarantor.

*

STRACHAN v. Universal Stock Exchange (S. J. 65).—Can money deposited as cover in a gaming transaction in shares by one of the parties to the transaction with the other be recovered? The Court of Appeal (Esher, M. R., Kay and Smith, L.JJ.) held that in consequence of sect. 18 of the Gaming Act, 1845, and the decisions of Diggle v. Higgs and Hampden v. Walsh, such deposit could not be recovered, but they apparently approved Mr. Justice Cave's decision that securities which had also been deposited could be recovered.

*

BIRCHELL v. King and Koral (S. J. 65). —If A. Leases premises to B., while B. covenants not to carry on any trade or business other than that of a coffee and dining and refreshment-house keeper, and A. on his part covenants not to let, or permit to be let, any of the adjoining shops belonging to him to be used as coffee, dining, or refreshment rooms, can B. restrain A. from letting, or permitting to let, shops on property adjoining which A. acquires subsequently to the lease for