for which the painter refused to pay, as the garment was so badly made, violating "every principle of high art." The judge suggested that Sir Edwin should try on the coat in court. This he did, amidst roars of laughter from all parts of the room, though much to his own disgust; yet the trial gained him a verdict. The recent case of *Belt* v. *Lewes*, tried before Mr. Baron Huddleston, where plaster casts and marble statutes were brought into court *ad nauseam*, is also in point.

With "*De minimis non curat lex*," this interesting little book is closed. Here we have proved that the law does not mind bad grammar, nor yet bad spelling. The California Supreme Court says it is of frequent occurrence that men of clear and vigorous minds, and who think, speak and write clearly, spell badly, and quotes Saxe, Marlborough, and Napoleon. The phonetic style of writing does not necessarily detract from a clearness of a composition. We have two or three pages of amusing instances of mis-spelling: "gilty," "confindendment," "defendances guilty as charged in inditesement." A mistake of a letter saved a man's property from confiscation, in the brave old days of old: (*Rex* v. *Parker*).

In respect to names, the law disregards bad spelling if they sound alike; and after this proposition, follows a long list of names, held to be *idem sonans*, and another of those held not to be *idem sonans*. The importance of a comma, a semi-colon, and a period, have been considered: (*Areson* v. *Areson*, 3 Denis, 438; *Lambert* v. *People*, 76 N. Y. 220; *Osborne* v. *Farwell*, 87 Ill. 89). In Areson's case, one of the members of the court says: "Punctualisne determines nothing." But just here a full stop must determine this review.

RECENT ENGLISH DECISIONS.

Continuing to review the *Law Reports* of January, the next case to be noticed in the Ch. Div. number, is *Loosemore* v. *Tiverton & North Devon Railway Co.*, p. 25.

RAILWAYS—COMPULSORY POWERS—EXPIRATION OF CHARTER.

This case raised a curious question on which apparently no authority precisely in point could be found. The special Act of the defendant railway incorporated the Lands Clauses Consolidation Acts, and by its sect. 39 it was provided that "the powers of the company for the compulsory purchase of land for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act." Sec. 40 provided that "if the railways are not completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed;" with which latter section may be compared the clauses to be found in special railway Acts in this country, enacting that if the railway be not completed within a time specified, the charter shall be forfeited. In the present case, the defendant railway served a landowner with a notice to treat for part of his property before the period of three years limited for the exercise of its compulsory powers had expired. The landowner served a counter-notice requiring the company to take the whole property, and nothing further was done towards ascertaining the compensation. Thirteen days before the expiration of the period of five years allowed for the completion of the works, the company entered upon the land under sec. 85 of the Lands Clauses Consolidation Act of 1845, relating to the compolsory taking of land, having previously made a deposit, and given the bond required by that section. After the five years had expired without the railway