be assisted to correct the mistakes of the others.

On the whole, however, there is no one method by which the good sought can be accomplished. Each should do what he can; and the result which one man could not attain, or to which one method would be inadequate, may be brought about by combined methods and many hands.

If our jurisprudence makes, in the future, the advances which all trust it will, those who come after us will see a more intelligent holding of the doctrine of *stare decisis* than now. And thereby many of the absurdities which haste and the lack of due argument have introduced into our adjudged law will disappear. It has been fortunate in all periods that the judges most adverse to revising past decisions have been the least competent ones, while the willing have been largely those who could best do this most difficult of judicial duties. Had it been the reverse, change would less often have been improvement. So it will necessarily be in the future. As strong men appear, they will tear down the rubbish while the weak lament, and erect in its place the firm and enduring.—JOEL P. BISHOP, in *Southern Law Review*.

DIGEST OF ENGLISH CASES.

[Concluded from page 370.]

Guaranty.—The wife of C., a retail trader, possessed of property in her own right, gave the plaintiff, with whom C. dealt, the following guaranty: "In consideration of you having, at my request, agreed to supply and furnish goods to C, I do hereby guarantee to you the sum of £500. This guaranty is to continue in force for the period of six years, and no longer." *Held*, reversing the decision of Fry, J., that the guaranty did not cover sums due for goods supplied before its date, but was limited to goods sold after its date to the value of £500.—*Morrell* v. *Cowan*, 7 Ch. D. 151; s. c. 6 Ch. D. 166.

Husband and Wife.—See *Guaranty; Marriage.*

Infant.—Agreement between the appellants and the respondent, an infant, by which respondent was to work for appellant for five years, at certain weekly wages. There was a proviso, that if the appellants ceased to carry on their business, or found it necessary to reduce it, from their being unable to get materials, or from accident, or strikes, or combination of workmen, or from any cause out of their control, they could terminate the contract on fourteen days' notice. In an action on this agreement by appellants for loss of service, the Employers and Workmen Act, 1875 (38 & 39 Vict. c. 90), *held*, that the agreement was not in itself inequitable, but its character depended upon whether its provisions were common in such labor contracts at that time, upon the condition of trade, and upon whether the wages were a fair compensation for the infant's services,—all which circumstances were necessary to the construing of the contract.—*Leslie* v. *Fitzpatrick*, 3 Q. B. D. 229.

Injunction.—See *Covenant*, 1.

Insurance.—1. Plaintiff insured his house, worth £1,500, for £1,600. The Board of Works subsequently took the property under statutory power; the price had been agreed, and the abstract of title furnished and accepted, when a fire destroyed the house. *Held*, that the dealings between the Board and the plaintiff did not affect the contract, and the defendants must pay £1,500, the value of the house.—*Collingridge* v. *The Royal Exchange Assurance Corporation*, 3 Q. B. D. 173.

2. Two ships belonging to the same owner collided, and one of them sank and became a total loss. The owner paid into court the amount of tonnage liability in respect of the ship in fault, under the provisions of the Merchant Shipping Acts. The underwriters on the ship lost claimed to be entitled to a portion of this, as they would have been had the ships belonged to different parties. *Held*, that their right in such case existed only through the owner of the ship insured, and not independently, and as he could not sue himself, they could not recover.—*Simpson* v. *Thomson*, 3 App. Cas. 279.

Intention.—See *Domicile.*

International Copyright.—See *Copyright.*

Jurisdiction.—See *Mortgage.*

Jury.—See *Bill of Lading*; *Negligence.*

Lease.—Plaintiff became the owner of a lease of two farms, at a rent of £310 per annum. The lease contained, *inter alia*, a covenant on the part of the lessee not to mow meadow-land more than once a year, and not to underlet any part of the premises without the consent in writing of the lessor; but such consent was not