

pour my gold into your heap, or put my silver into your melting-pot, or turn my corn into that in your granary, I have no right to an account or any relief against you;" but in *Colwill v. Reeves*, 2 Campbell, 576, Lord Ellenborough assigns as a reason, because "it is impossible to distinguish what was mine from what was yours;" but such a reason seems inapplicable to a premium, where the amount must be known. And according to 2 Blackstone, 405 (Kerr's ed., vol. ii., p. 358), "if the mixture be by consent, both proprietors have, according to the English as well as the civil law, an interest in common in proportion to their respective shares."

As Lord Justice Cotton observes, L.R., 34 Chy.D., 241, a man who "does work upon a house without request gets no lien on the house for the work done." But in that case the house remains in existence, and to give such a lien would be to allow the stranger "to improve the owner out of his property." As to a policy, however, unless the premium is paid, the policy drops, and it would seem to be on this ground that claims for "salvage" have been urged. "It is said to be contrary to natural equity that one person should gain by another man's loss" (L.R., 23 Chy.D., 562), and possibly the maxim, "*Qui sentit commodum sentire debet et onus*" may give one reason why the question of lien has so often been mooted. Lord Justice Fry, L.R., 34 Chy.D., 254 (like Vice-Chancellor Kindersley in *Aylwin v. Witty*, 30 Law J.Rep,Chy., 860), doubts whether the term salvage can with propriety be applied to cases of this description. At all events, a person entitled to an interest in an equity of redemption cannot claim a lien for payment of premiums as against his mortgagee (*Falcke v. The Scottish Imperial Insurance Company*, L.R., 34 Chy.D., 243), for "it would be strange indeed if a mortgagor, expending money on the mortgaged property, could establish a charge in respect of that expenditure in priority to the mortgage"—compare *Otter v. Lord Vaux*, 6 D.M.G., 638.—*Law Journal*.

Baron Alderson had a very profound dislike to scientific witnesses, especially those of the medical profession, called upon to give an opinion upon the evidence they had heard in court, and he rarely failed in proposing some question to them which eventually proved a floorer.

At the end of a very long examination of a celebrated medical man, who had been called upon to establish the incompetency of a deceased testator to make a will, the witness unfortunately said that he believed "all persons were subject to temporary fits of insanity."

"And when they are in them," asked the judge, "are they aware of their state?"

"Certainly not, my lord," was the reply; "they believe all they do and say, even if nonsensical, to be perfectly right and proper."

"Good Lord!" exclaimed Alderson, "then here have I taken no less than thirteen pages of notes of your evidence, and, after all, you may be in a fit of temporary insanity, talking nonsense, and believing it to be true!"—*The Green Bag*.