position, and could not now turn round and hold him personally liable.

MONK, J., agreed with Mr. Justice Cross, and he might state that Mr. Justice Tessier, who was absent, after much study had arrived at the same conclusion. The authority of Troplong (Priv. et hyp. tome 3, Nos. 813, 822 & 823) was referred to, as sustaining the view taken by the majority of the Court.

Judgment confirmed, Sir A. A. Dorion, C.J., and Ramsay, J., dissenting.

Doutre, Doutre & Robidoux for appellant.

Duhamel, Pagnuelo & Rainville for respondent.

RECENT ENGLISH DECISIONS.

Libel.—3. An indictment for an obscene publication is bad, even after verdict of guilty, if it fails to set out the words relied upon as obscene, and sets out the title of the work only.—*Bradlaugh* v. *The Queen*, 3 Q. B. D. 607; s. c. 2 Q. B. D. 569.

Limitations, Statute of.—1. In 1783, a lease was granted for ninety-nine years, and there was enjoyment under the lease until 1876, when an action was brought for possession, on the ground that the lease was void, under 13 Eliz. c. 10. *Held*, that the lease was not void, but voidable; and, as an action of ejectment might have been begun at once, the Statute of Limitations began to run at the time of the lease, and not from the date of the action.—*Governors of Magdalen Hospital* v. *Knotts*, 8 Ch. D. 709; s. c. 5 Ch. D. 175.

2. Defendant owed plaintiffs a large debt, incurred in 1865, and, in answer to a demand, wrote them a letter in May, 1874, in which he said: "Believe me, that I never lose out of sight my obligations towards you, and that I shall be glad, as soon as my position becomes somewhat better, to begin again, and continue with my instalments." It appeared that, in 1874, defendant's condition was bettered by £14, but was no better in any other year. *Held*, that, if there was a promise, it was a conditional one, and there was not sufficient evidence that the condition had happened to take the case out of the statute.—*Meyerhoff* v. *Froehlich*, 3 C. P. D. 333.

Negligence.—The defendant left a steam-plow, with a house-van attached, on the grass by the side of the "metalled" or travelled part of the road, the engine being taken away. He was in the habit of travelling from place to place with it, and had left it there, as it was engaged near by for the next day. The plaintiff's testator drove by in the evening in his cart with a mare which, though without his knowledge, was a kicker. The mare shied at the van, got the off-wheel on the foot-path, began to kick, kicked the dasher to pieces, ran, got her leg over the shaft, fell, and pitched the driver out and kicked him in the knee, so that he afterwards died. The jury found that the van was left where it stood "unreasonably" and "negligently," that the accident was "due to the van being where it was, and to the inherent vice of the mare combined," and that there was no contributory negligence on the part of the deceased. *Held*, that the plaintiff was entitled to recover, on the ground of the negligence of the defendant, and that his act was the real cause of the accident.—*Harris* v. *Mobbs*, 3 Ex. D. 268.

Partition.—The Partition Act (31 & 32 Vict. c. 40) provides, that at the request of one part owner for partition, there shall be a public sale, unless the other part owner can show good cause why some other course should be taken. Plaintiffs owned three-sixteenths of property in a town where improvements were going on, and applied for a public sale. Defendant, who owned the remaining thirteen-sixteenths, opposed it, and offered to buy the portion of plaintiffs at a valuation. *Held*, that there should be a valuation in chambers of the three-sixteenths, instead of a public auction of the whole.—*Drinkwater* v. *Radcliffe* (L. R. 20 Eq. 528) considered.—*Gilbert* v. *Smith*, 8 Ch. D. 548.

Sale.—A contract of sale provided, that if the purchaser should make any objection or requisition in respect of the title, or of any other matter which the vendors should be unwilling, by reason of expense or otherwise, to comply with, they should be at liberty to annul the sale and the purchaser should receive back his deposit. The vendors failed to show any title whatever, and claimed to annul the contract and to return the deposit. *Held*, not competent, and that the purchaser could have the deposit, and an inquiry for damages.—*Bowman* v. *Hyland*, 8 Ch. D. 588.