" writ is either used to determine a question of " property or the conflicting rights to the pos- " session of the person."

Now, let us apply the law and the authorities to the present case. The child is over 15. I have examined her. She is bright and intelligent even beyond her years. She answered all questions clearly, and has expressed a decided preference to remain with respondent, where she says she has been under no restraint, has been treated as one of the family, and has become attached to them, and where she desires to remain. The petitioner has relied wholly upon the reservation in the contract, *i.e.*, that she might claim the child whenever she chose. The Court here is not to determine the nature or extent of this reservation nor the petitioner's rights under it, but have to say if under the prerogative Writ of *Habeas Corpus*, and under the circumstances of this case, they will coerce this young girl into returning to petitioner. It is not alleged, or if alleged, only generally, and no reason is assigned, why the child should be removed. It is not shown how she can be injured by remaining; on the contrary, the respondent is proved by the affidavits to be a most respectable, worthy farmer, in good repute, and one in whose family a child like Margaret Rickerby would be well cared for in every way. It is said that he intends leaving the country. This he denies, except temporarily. He swears that he has no intention of removing his residence from Canada.

I have no doubt that petitioner is actuated by the best of motives. I have great sympathy with the good work which is being done by the Home which she represents. But in law she only stands before the Court as a parent would, and I am bound to say that under similar circumstances, if a parent had put out its child to service, and should attempt by virtue of the Writ of *Habeas Corpus* to enforce the contract and obtain possession of the child, I should, under the law and the precedents, be compelled to quash the writ and to say, as I am now compelled to say, that the child Margaret Rickerby is at liberty to remain with whom she pleases. The Court will not exercise any coercion, and the writ is quashed, but without costs.

Writ quashed.

Hall, White & Cate for petitioner.
Camirand & Hurd for respondent.

RECENT UNITED STATES DECISIONS.

Insurance—Fire Policy—Statement as to distance of detached building.—A statement in a fire policy describing the building which contained the personal property insured, as "detached at least one hundred feet," *held*, a warranty, and not a mere description of the building, for the purpose of identifying the personal property insured contained within it, the building having already been sufficiently described by its ownership and situation. See Wall v. East River Ins. Co., 7 N. Y. 370. The phrase is not merely descriptive of identity, but relates to the character of the risk. Thus understood and appearing in the face of the policy it amounts to a warranty. Alexander v. Germania Ins. Co., 66 N. Y. 464; Richardson v. Protection Ins. Co., 30 Me. 273; Parmalee v. Hoffman Ins. Co., 54 N. Y. 193. The language of the phrase is not void for ambiguity. Higgins v. Mutual Life Ins. Co., 74 N. Y. 6. But the sensible construction of the language is, and it is held to mean, detached one hundred feet from any other building of such character as to constitute an exposure and increase the risk. Where a choice is to be made between two constructions, the one rigorous and hard and producing a forfeiture, and the other natural and reasonable and supporting the obligation, the latter construction is to be preferred. Baley v. Hartford Ins. Co., 80 N. Y. 21. Accordingly *held*, that a small frame building, ten by twelve feet on the ground, seven feet high, clapboarded, and ceiled inside, having a chimney but no stove in it, situated seventy-five feet from the building containing the insured property, the evidence tending to show that it did not increase the risk, did not make a breach of the condition mentioned. Judgment of General Term reversed, and of Circuit affirmed. *Burleigh* v. *Adriatic Fire Insurance Co.*, New York Ct. of Appeals, October 17, 1882.

Attorney—Purchase of Matter in Suit from client.—An attorney at law cannot purchase from his client the subject-matter of litigation in which he is employed and acting, if as part of his negotiations for the purchase, he advises his client as to the probable outcome of the litigation, and its effect upon the value of the property he is seeking to purchase. See West v. Raymond, 21 Ind. 305; Simpson v. Lamb, 17 C. B. 306; Hall v. Hallett, 1 Cox, 134; Wood v. Downes, 18 Ves. 120; Hawley v. Cramer, 4 Cow. 737; Henry v. Raiman, 25 Penn. St. 359; Armstrong v. Huston's Heirs, 8 Ohio, 554; U.S. Circ. Ct. Colorado, July, 1882.—*Rogers* v. *Marshall*, (U. S. Circuit Court) 13 Federal Reporter.