

warehouse which obstructed the lights in the claimants' new building. Upon a case stated by the arbitrator, Mathew and Wills, JJ., were of opinion that the claimant was entitled to compensation in respect of the whole of the windows so obstructed, including the windows and portions of windows which did not coincide with any of the ancient lights. In this case the Act under which the compensation was claimed provided that "in exercising the power given to the company by the special Act . . . the company shall make to the owners and occupiers of, and all other parties interested in any lands taken or used for the purposes of the railway, or injuriously affected by the construction thereof, full compensation . . . for all damage sustained . . . by reason of the exercise of the powers . . . vested in the company."

SHIP—CHARTER PARTY—CONSTRUCTION OF GUARANTEE AS TO SHIP'S CAPACITY.

In *Carnegie v. Conner*, 24 Q.B.D., 45, Huddleston and Mathew, JJ., were called on to construe a charter party which provided that the ship should "load a cargo of creosoted sleepers and timbers" and contained the following clauses: "Charterer has option of shipping 100,—200 tons of general cargo;" and "owners guarantee ship to carry at least about 90,000 cubic feet or 1,500 tons dead weight of cargo." They were of opinion that the latter clause did not mean that the ship would be able to carry about 90,000 cubic feet of the description of cargo which the charterer was under the previous clauses entitled to tender, but was merely a warranty of the carrying capacity of the ship.

PRACTICE—NEW TRIAL—EXCESSIVE DAMAGES—LIBEL.

*Praed v. Graham*, 24 Q.B.D., 53, shows how extremely difficult it is to induce the Court to grant a new trial on the ground of excessive damages in an action of tort. In this case the action was for libel contained in a letter to the plaintiff's wife; the Jury gave a verdict for £500. The Divisional Court refused a new trial on the ground of excessive damages, and the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) upheld the decision, considering that it is only when the Court can come to the conclusion that the damages are so excessive that no twelve men could reasonably have given them, they ought not to interfere with the verdict merely on the ground of the damages being excessive.

PRACTICE—APPEAL—STAYING EXECUTION FOR COSTS—DISCRETION OF COURT—RULE 880—(ONT. RULE 804).

The *Attorney General v. Emerson*, 24 Q.B.D., 56, the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) denied that there was any practice of the Court that it would always grant a stay of execution for costs pending an appeal, unless the solicitor to receive them would give an undertaking to refund them in case the appeal proved successful, but that the imposition of that term was in the discretion of the Court. In this cause, it being made out to the satisfaction of the Court as to one of the defendants, that there was great danger that the appellant could not recover any costs from him, the Court stayed the execution unless the undertaking was given. Under Ont. Rule, 804, the respon-