who aim at more philosophical and scientific culture, but rather should aid and assist them in every possible way. It is, an uncomfortable thing to start out after dinner and seek the dreary recesses of a large public library, the sight of which you have perhaps become heartily sick o for that day at least. We would earnestly appeal to the library commitee to consider whether a scheme could not be devised whereby, on giving proper security, members of the profession in Toronto should be able to avail themselves more conveniently of that portion of the library which does not consist of works of strictly practical utility. We allude to the works of such writers as Bentham, Austin, Cornewall Lewis, J. S. Mill, and Henry Maine, and to the large collection of historical works and historical records which exist in the library, which our popular librarian is now forced to refuse permission to take away, although he may be well aware that the gentleman asking for them has been the only one who has asked for them for six months, and that he is not likely to be asked again for them for another period equally long. We may remark that the books in the Parliamentary library at Ottawa are obtainable in this way by members of Parliament, and by officers in the civil service.

RECENT DECISIONS.

We have now before us for review the cases reported in L. R. 18 Chancery Div. p. 1—299, being one of the November numbers of the Law Reports.

VENDOR AND PURCHASER—POLICY OF FIRE INSURANCE.

In the first case,—*Rayner* v. *Preston*—the point to be decided was a somewhat curious one. It was in effect as follows :—Where after the date of a contract for the sale of a house, but before the time fixed for completion the house is damaged by fire, is the purchaser entitled, as against the vendor, to the benefit of a policy of insurance previously effected by the vendor, although there is not in the contract any mention of the fact that the vendor had insured, or of the policy? Brett and Cotton, L.JJ., affirming Jessel, M.R. (L.R. 14 Ch. D. 297), and following a decision of Kindersley, V.C., in *Poole* v. *Adams*, 12 W.R. 683, held the purchaser was not entitled as against the vendor. James, L. J., dissented. Cotton, L. J., takes three points in his judgment: (1) that though the contract of sale passes all things belonging to the vendors, appurtenant to or necessarily connected with the use and enjoyment of the property mentioned in the contract, it does not pass collateral contracts, and such, at least independently of Imp. 14 Geo. III, c. 78, sec. 83, (which is intended to ensure the *bona fide* laying out of the proceeds of a policy of fire insurance in the rebuilding of the premises burnt) is a policy of insurance; (2) that, even if under Imp. 14, Geo. III, c. 78, the purchasers could have insisted on the proceeds of the policy being applied in rebuilding, the Act only gives a right to insist on the money being so applied, and their claim to have this done is the foundation of and essential to the existence of their right to the money; (3) that an unpaid vendor is a trustee for the purchaser in a qualified sense only,—he is so only in respect of the property to be sold, of which the policy is not a part. The money for the insurance is received by or in respect of the contract of insurance,—it is fallacious to say that it is received in respect of property which is trust property, by reason of the vendor's legal interest in the property. He also observes that, while in his opinion there was no decision in favour of the appellants, there was *Poole* v. *Adams*, supra, directly against them, —and remarks incidentally, p. 7, that the plaintiffs were not entitled, as against the defendants, to rely on a statement of opinion made by the solicitor of the defendants as to the legal rights of the parties. Brett, L.J., distinguishes between the subject matter of