fire-clay and several loose pieces of coal. In 1865, the plaintiff's house subsided in consequence of the mining operations carried on before 1846. *Held* (by Bramwell and Cleasby, B B., Kelly, C.B., dissenting), that the fact that the coal was worked out before the conveyance to J., was no breach of covenant for title, as such coal formed no part of the land which was sold; that the subsistence of said lease did not constitute a breach of covenant; and that, if there was any breach, it was complete at the time of the conveyance to J., and was barred by the Statute of Limitations, as the subsidence in 1865 gave no new cause of action.—*Spoor* v. *Green*, L. R. 9 Ex. 99.

3. A lessee covenanted that he would not assign the premises without the written consent of the lessor, such consent not being arbitrarily withheld; provided that if the lessor should assign without such consent, "but such consent is not to be arbitrarily withheld," then it should be lawful for the lessor to enter. *Held*, that there was no covenant on the part of the lessor not to withhold his consent arbitrarily; but that, if he did so refuse consent, the lessee might assign without his consent.—*Treolar* v. *Bigge*, L. R. 9 Ex. 151.

See Contract, 2; Easement, 1; Lease, 1.

Damages.

The plaintiff was the lessee of an inn, part of which was underlet to the defendant, who had contracted for the purchase of the fee of the inn and other adjoining premises. The plaintiff agreed to surrender part of his leasehold to the defendant, who agreed to lease to the plaintiff a new entrance from a portion of the land contracted for by the defendant, with a covenant in the lease that the plaintiff should enjoy the premises without disturbance from the defendant or those claiming under him. The plaintiff accordingly surrendered a portion of his premises; and such portion was torn down by the defendant, who made a new entrance for the plaintiff according to his agreement. Immediately after the new entrance was opened, it was closed by parties having a title to the land covered by the new entrance superior to that of the defendant's vendors. *Held*, that the plaintiff was entitled to damages to the extent of the pecuniary amount of the difference between the condition in which he was left and that in which he would have been if he had got a title to the new entrance.—*Wall* v. *City of London Real Property Co.*, L. R. 9, Q. B. 249.

See Negligence; Specific Performance, Statute 1.

Decree.—See Mortgage, 1.

Delivery.—See Trust, 2.

Devise.

A testator devised certain real estate to trustees, to the use of the first and other sons of M. in tail male, and devised the residue of his real estate over. Four months after the testator's death, the first son of M. was born. *Held*, that the residuary devisees were entitled to the intermediate rents. "It is singular that such a question should come before the court in the year 1874."—*In re Mowlem*, L. R. 18 Eq. 9.

See Appointment, 1, 2; Illegitimate Children; Marshalling Assets; Will.

Disaffirmance.—See Contract, 3.

Distraint.—See Common.

Distress.

Upon a demise of mines, a power of distress for the rent reserved was granted to the less or over "any lands in which there shall be, for the time being, any pits or openings by or through which the coal or culm by the said deed demised shall for the time being be in course of working by the lessees, their executors, administrators, and assigns." The plaintiffs, assignees of the lease with notice, sued the lessor for distress, under said power, after the assignment at pits not included in the demise, but then worked by the lessees. *Held*, that said assignees with notice took subject to said power.—*Daniel* v. *Stephney*, L. R. 9 Ex. (Ex. Ch.) 185; s. c. L. R 7, Ex. 327.

Documents, Production of.

In a suit wherein the genuineness of a testator's signature was in question, the defendant was ordered to produce any checks in his possession signed by the testator. The defendant produced certain checks, but said that he had other checks, which, as their signatures were forgeries, he did not produce. *Held*, that the production of the forged checks could not be ordered, unless their signatures were proved to be in the handwriting of the testator.—*Wilson* v. *Thornbury*, L. R. 17 Eq. 517.

See Interrogatory, 1.

Easement.

1. Where a warehouse was demised, with all lights and easements thereto belonging, with a covenant that the lessee should hold and enjoy the premises without let or hindrance, it was *held* that the lessee acquired nothing but the ordinary right or easement to light, and was not entitled to an injunction to prevent the erection, by the lessor, of a wall which did not substantially diminish said light.—*Leech* v. *Schweder*, L. R. 9 Ch. 463.

2. A public house which had maintained a sign-post on a common opposite the house for forty years, was held to have acquired the right to maintain the sign-post, and that this right was an "estate, interest, or right" in the common.—*Hoare* v. *Metropolitan Board of Works*, L. R. 9. Q. B. 296.

Equity.—See Annuity, 1; Easement, 1; Specific Performance; Vendor and Purchaser.

Estate Tail.—See Devise.

Evidence.—See Contract, 1; Statute, 1.

Executors and Administrators.

1. The nearest relative of minor children having been abroad without being heard from