

the balance of probability, even strong doubts not being sufficient to prove such illegitimacy.

Family likeness may be a special circumstance, but, ordinarily speaking, the least possible weight is given to it.

L. J. DOUGLASS V. CULVERWELL.

*Mortgage—Conditional sale—Fraud or pressure—Undersale.*

Where a person in pecuniary difficulties executed a conveyance of land at an undervalue, under circumstances which tended to show a belief on his part that the transaction was intended to be a mortgage transaction and not an absolute sale—the same solicitor acting for both parties—the court set aside the instrument as an absolute sale.

M. R. BURRELL V. DELEVANTE.

*Administration of assets—Suit by annuitant to have annuity secured—No arrears due—Costs.*

In a suit to secure an annuity which was charged upon the whole of the testator's estate, but in such a manner that it was not incumbent on the testator to sell any part thereof to raise and pay the annuity, it appeared that, before suit, the representatives of the testator had made the plaintiff a beneficial offer to secure the annuity, which had been refused, also that the annuity had never been in arrear.

*Held*, that the plaintiff was entitled to a declaration that the annuity proved a charge on the estate; and that when any portion of such estate was sold, a sufficient portion was to be apportioned to secure the annuity, but that the plaintiff must pay the costs of the suit up to and including the hearing. Liberty to apply in case the annuity should fall in arrear.

V. C. K. DANIEL V. ANDERSON.

*Injunction—Right of way—Common landlord.*

Whatever right may be acquired or liability incurred by tenants *inter se*, that cannot confer such right, or liability on the common owner of both properties, inasmuch as a man cannot have a right or easement against himself; and, therefore, when the parties purchase of a common vendor, whatever rights or liabilities exist as between themselves, there are none with regard to him, and a purchaser can only purchase subject to the same rights and liabilities as his vendor has or is subject to.

V. C. W. WILDE V. WILDE.

*Practice—Staying Proceedings—Costs.*

A plaintiff who has obtained from the defendant all the objects of the suit pending the litigation, is entitled to move to stay all further proceedings, and to recover the costs of the suit from the defendant.

V. C. S. THE LEATHER CLOTH COMPANY V. BRESSEY.

*Injunction—Lessee's covenant to insure—Exorbitant premium—Liability of sub-lessee—Unsupported allegation as to character—Costs.*

A lessee covenanted to insure the demised premises in such office as his lessor should appoint. He sub-let the premises, and his sub-lessee covenanted to pay what he should pay for insurance. He insured the premises, at an exorbitant premium, in an office not appointed by the lessors. The court granted an injunction to restrain him from proceeding with an action to recover the premium from the assignees of his sub-lessees.

The bill contained an allegation that the lessee was agent of the company in which he had insured the premises. This was proved to be incorrect, and the bill was amended by striking out the allegation. Plaintiffs were ordered to pay the costs consequent on the allegation.

V. C. K. FAULKNER V. LLEWELLIN.

*Specific performance—Agreement for lease—Motion to pay rent into Court.*

F agrees with I. to grant him a lease for 21 years of a certain house to be built, the term to be computed from the time when it shall be completed and fit for habitation. I takes possession before the house is furnished, and refusing to execute the lease or pay rent, F files a bill for specific performance and payment of the rent, and moves for the payment of a year's rent into court. Motion refused with costs.

V. C. W. RE THE PHOENIX LIFE ASSURANCE SOCIETY, HOARE'S CASE.

*Winding up—Contributory.*

A, a shareholder in a joint stock company, gave notice to the directors of a trust deed, by which he had assigned his shares to B and C upon certain trusts.

B and C did not execute the deed of settlement, but their names were entered upon the share register as trustees, and from time to time they received in that capacity the dividends upon the shares, as trustees for the persons named in the deed of trust.

*Held*, that B and C were liable as contributories without qualification.

V. C. W. HOWITT V. HALL.

*Copyright—Sale for limited period—Unsold stock.*

Under a purchase by a publisher of the copyright of a work for four years, the expiration of the period does not determine his right to sell the remaining stock printed by him during the period.

V. C. W. DALTON V. HILL.

*Will—Construction—Gift to grandchildren—Restrictive words enlarged by considering context and scope of will.*

Gift by will to "all and every the child and children of the testator's daughter who should be living at the time of her decease" to be paid to and become vested in "such child or children" in the case of sons at twenty-one, and in the case of daughters at twenty-one or marriage; but if such times for payment should happen in the lifetime of the testator's daughter and her husband or the survivor, then after the decease of such survivor; but nevertheless the shares of "all and every such child or children" to be vested and transmissible on their attaining 21 or marriage, although such respective times should happen before the decease of the survivor of his said daughter and her husband.

*Held*, that a child who attained twenty-one and died in the lifetime of its mother took a vested interest.

## COMMON LAW.

EX. MOSTYN V. COLES.

*Negligence—Bailment—Damage of—Evidence of—Verdict for—Nominal damages—New Trial.*

In an action on a bailment for negligence, the evidence as to damage being slight or doubtful, a verdict for the Plaintiff for nominal damages will not be set aside as necessarily absurd, unreasonable, or inconsistent.

EX. C. AKINSON V. DENNY.

*Illegal contract—Money paid under compulsion—For delictum—Payment to induce creditor to enter into composition deed.*

The plaintiff, being in insolvent circumstances, entered into a composition deed with his creditors. The defendant, one of his creditors refused to sign unless he were paid a sum of money. By a secret arrangement the plaintiff paid to the defendant £50 to induce him to sign the composition deed, which the defendant accordingly did.

*Held*, that the plaintiff was entitled to recover back the money in an action for money had and received.