In this case the application was for a writ of *Habeas Corpus*, to compel the doctor to deliver up a child of the name of Gossage, which had been taken into one of his homes with the sanction of its mother. She had been asked to sign an agreement, permitting Dr. Barnardo to place the child in one of the colonies; but this she did not sign. Without her consent or concurrence, however, he permitted the child to be taken by a person to Canada for adoption, and did not know the address of the person who had taken the child, which had been purposely withheld from him in order to prevent interference by the child's parent. After the child had been thus disposed of, the mother authorized a demand to be made for the child by the authorities of a Roman Catholic institution in order that the child might be taken care of therein, and brought up as a Roman Catholic. With this demand, for the reasons above mentioned, Dr. Barnardo was unable to comply, and thereupon the present application was made for a writ of *Habeas Corpus*. The defendant, who appeared in person, endeavored to distinguish the case from the previous decision in the *Queen* v. *Barnardo*, 23 Q.B.D., 205 (noted *ante* vol. 25, p. 521) on the ground that in that case the writ had actually issued, and the question was whether the return was good, while in the present case the question was whether the writ should issue, and before the writ is issued it is made clear to the Court that the person detained is not in the custody of the defendant, against whom it is sought to issue the writ, and that therefore it ought not to issue, because the writ is not intended to be punitive in its operation. But the Court of Appeal (Lord Esher, M.R., and Fry, L.J.) were unanimously of opinion that the writ had been properly granted, on the ground that the defendant had illegally parted with the custody of the child, and that it would be his duty, if necessary, to go to Canada, and by advertisement or otherwise do his best to recover it, or satisfy the Court that he had done everything "that mortal man could do in the matter," in order to produce the child to the Court, not necessarily to be delivered to the rival institution, but in order that the Court might determine what should be done in the premises in the best interests of the child.

PRACTICE—PAYMENT INTO COURT WITH DEFENCE OF TENDER BEFORE ACTION—COSTS.

In *Griffiths* v. *Ystradyfodwg*, 24 Q.B.D., 307, Wills and Denman, JJ., held that when a defendant, had paid money into Court with a defence of tender before action, the plaintiff could not, on taking the money out of Court, in satisfaction, proceed to tax his costs under Ord. xxii., r. 7, because the defence of tender raised an issue in respect of which the defendants were entitled to go to trial.

EXPROPRIATION OF LANDS—COMPENSATION—OBSTRUCTION OF LIGHTS.

In re Tilbury & Southend Railway Co., and Gower's Walk Schools, 24 Q.B.D., 326, the decision of the Divisional Court, 24 Q.B.D., 40, (noted *ante* p. 75) was affirmed by the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.).

PRACTICE—COMPROMISE OF ACTION—APPLICATION TO SET ASIDE.

In *Emeris* v. *Woodward*, 43 Chy.D., 185, North, J., held that where an agreement for the compromise of an action has been entered into, it cannot be set