promise? There was nothing to give any plausibility to the idea that it was the latter. The learned judge therefore left it to the jury to say from the testimony whether there was a promise to pay wages. He fully admitted in his charge the defendant's position, that if the plaintiff occupied a mere family relation on the farm, no implied promise would arise to entitle him to recover. He also affirmed the plaintiff's position, that if the testimony showed that the family relation once existing had been changed to a contract to pay wages, the plaintiff would be entitled to recover. He could not do otherwise in the face of the testimony, although it was none of the strongest. Yet it was hardly possible to doubt that the original relation was changed, at least after 1857, taking the testimony to be credible, and certainly after the promises to the same effect in 1864, it was more easily to be credited.

No sum was fixed and agreed upon in any of these conversations when promises were made, if made at all. It therefore entitled the plaintiff to recover as for a *quantum meruit*, if the testimony sustained it. And this he would be entitled to recover for services for six years anterior to the bringing of the suit; and so the judge submitted the case to the jury. As already said, we see not how the judge, without error, could have done otherwise. If the jury have given the plaintiff a large verdict, having found a promise to pay, we cannot correct it; nor could the court below, unless it considered it excessive. We see no error thus far—nor anything to complain of in the answer of the court to the defendant's third point.

We now recur to the first assignment of error, namely: That under the pleadings and issue, no verdict or judgment could be rendered for the plaintiff.

The exception results from a mere slip of the pleader in stating the promise to have been that of the administrator instead of the intestate. The case was tried throughout as against the estate of the latter. Had the objection been made at the trial, an amendment would have been allowed at once. After verdict we will treat the *narr.* as amended in accordance with the evidence and trial. Seeing nothing wrong in the record, the judgment is affirmed.

DIGEST.

DIGEST OF ENGLISH LAW REPORTS.

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(Continued from Vol. IV. page 297.)

Abatement—*See* Trust.

Accord and Satisfaction—*See* Action, 2.

Action.

1. Declaration that defendant wrongfully, negligently, and improperly hung a chandelier in a public-house, knowing that the plaintiff and others were likely to be therein and under the chandelier, and that the chandelier, unless properly hung, was likely to fall upon and injure them; and that, the plaintiff being lawfully in the public-house, the chandelier fell upon and injured him. *Held*, bad, on demurrer, as not disclosing any duty by the defendant towards the plaintiff, for breach of which an action would lie.—*Collis* v. *Seldon*, Law Rep. 3 C. P. 495.

2. Declaration by the widow of A., under 9 & 10 Viet. c. 93, and 27 & 28 Vict. c. 95, against a railway company for negligence, whereby A. was injured, of which injuries he died. Plea, that in the lifetime of A. the defendants paid him, and he accepted, a sum of money in satisfaction and discharge of all claims and causes of action against the defendants. *Held*, good, on demurrer, inasmuch as the cause of action was the defendant's negligence, which had been satisfied in the deceased's lifetime, and the death of A. did not create a fresh cause of action.—*Read* v. *Great Eastern Railway Co.*, Law Rep. 3 Q. B. 555.

Administration—*See* Executor and Administrator.

Admiralty—*See* Ship, 2, 3.

Adultery—*See* Divorce, 1.

Advancement—*See* Power, 1.

Agent—*See* Landlord and Tenant, 1; Master and Servant; Pledge, 2: Ship, 3.

Agreement—*See* Contract.

Alien—*See* Copyright.

Alteration.

A promissory note expressed no time for payment, and, while it was in the possession of the payee, the words "on demand" were added without the maker's assent. In an action by the payee against the maker, *held*, that as the alteration only expressed the original effect of the note, and was therefore immaterial, it did not affect the validity of the instrument.—*Aldous* v. *Cornwall*, Law Rep. 3 Q. B. 573.

Appeal.

1. Where a decree has been made against several defendants, the bill may be dismissed against all the defendants on an appeal by one defendant only.—*Kent* v. *Freehold Land and Brick-making Co.*, Law Rep. 3 Ch. 493.

2. Where a court of equity has decreed chattels to be delivered up, the execution will not usually be stayed pending an appeal to the House of Lords.—*Harrington* v. *Harrington*, Law Rep. 3 Ch. 564.

Apportionment.

An annuity was charged on property, part of which was mining land, settled on A., and part agricultural land, settled on B. The mining land produced a large income, but, being of a fluctuating nature, and liable to great diminution, was valued at seven years' pur-