acquaintance with the general principles of the law of real property and a large amount of practical knowledge, which can only be derived from experience In England it has been pursued by lawyers of the greatest eminence. As our titles become more complex, with the increase of wealth, and the desires which always accompany it to continue it in our name and family as long as the law will permit, it will become more and more necessary that gentleman prepared by a course of liberal education and previous study should devote themselves to it. There have been and still are such among us. The rule of liability for errors of judgment as applied to them ought to be the same as in the case of gentlemen in the practice of law or medicine. It is not a mere art but a science. "That part of the profession," said Lord Mansfield, "which is carried on by attorneys is liberal and reputable, as well as useful to the public, when they conduct themselves with honor and integrity; and they ought to be protected when they act to the best of their skill and knowledge. But every man is liable to error; and I should be very sorry that it should be taken for granted that an attorney is answerable for every error or mistake. * * * * * A counsel may mistake as well as an attorney. Yet no one will say that a counsel who has been mistaken shall be charged. * * * Not only counsel but judges may differ, or doubt, or take time to consider. Therefore, an attorney ought not to be liable in case of a reasonable doubt." *Pitt* v. *Yalden*, 4 Burr. 2060. The rule declared by Lord Mansfield has been followed in all the subsequent cases. "No attorney," said C. J. Abbott, "is bound to know all the law; God forbid that it should be imagined that an attorney or a counsel or even a judge is bound to know all the law; or that an attorney is to lose his fair recompense on account of an error, being such an error as a cautious man might fall into." *Montriou* v. *Jeffreys*, 2 C. & P. 113, and see *Godefroy* v. *Dalton*, 6 Bing. 460; *Kemp* v. *Burt*, 4 B. & Ad. 424; *Gilbert* v. *Williams*, 8 Mass. 51.

If the defendant had undertaken to act upon his own opinion that the judgment, which appeared on the searches, was not a final one, and, therefore, not a lien upon the ground rent, the title of which it was his duty to examine, could we say that, before the decision of this court in *Sellers* v. *Burk*, 11 Wright, 334, the mistake was one, which could only result from the want of ordinary knowledge and skill or the failure to exercise due caution? But when in addition it appears that having been previously employed to investigate the same title, he had submitted it to eminent counsel, who had given a written opinion in its favour without even expressing a doubt as to the judgment in question, to hold him responsible would be to establish a rule, the direct effect of which would be to deter all prudent and responsible men from pursuing a vocation environed with such perils. We think the court below was right in refusing to charge as requested in the plaintiffs's points; all of which assume as matter of law that to pass the title with such an incumbrance upon it was evidence of want of ordinary knowledge and skill and of due caution. We see therefore no error for which we ought to reverse.

Judgment affirmed.

—*Philadelphia Legal Intelligencer.*

DIGEST.

DIGEST OF ENGLISH LAW REPORTS.

FOR THE MONTHS OF AUGUST, SEPT. & OCT. 1867.

(*Continued from page 20, Vol. IV. N.S.*)

Action.—*See* Contract, 1; Directors, 1; Highway, 2.

Admiralty.

1. By 24 Vic. c. 10, s. 4, the Admiralty has jurisdiction over any claim for building a ship, if, at the time of the institution of the cause, the ship is under arrest of the court. After the building, but before the arrest, of a ship, the plaintiffs, the builders, assigned their claim to A.; they afterwards executed a composition deed for the benefit of their creditors. The ship having been arrested, it was *held*, that the plaintiffs could sue, as trustees for A., notwithstanding the composition deed; since the assignment to him carried with it all rights of action, which, though inchoate at the time, might subsequently become complete. — *The Wasp*, Law Rep. 1 Adm. & Ecc. 367.

2. Plaintiffs beyond the jurisdiction of the court, in a cause of possession, though liable to give security for costs, will not be required, as a general rule, to give security for damages.—*The Mary or Alexandra*, Law Rep. 1 Adm. & Ecc. 335.

See Collision; Priority, 2, 3; Ship, 1.

Adultery.—*See* Marriage.

Agent.—*See* Principal and Agent.

Agreement.—*See* Contract.

Appeal.—*See* Equity Pleading and Practice, 3.

Arbitration.—*See* Award.

Assignment.—*See* Admiralty, 1.

Attachment.—*See* Foreign Attachment.

Award.

A statute directs that an arbitrator shall make his award within a certain time after he "shall have entered on the reference." *Held*, that an arbitrator enters on a reference, not when he accepts the office, or gives notice of his intention to proceed, but when he enters into the matter of the reference, either with parties before him or *ex parte*.—*Baker* v. *Stephens*, Law Rep. 2 Q. B. 523.

Bankruptcy.

1. *Semble*, That the rule that securities held by a banker against his acceptances are available to the bill-holders, if both acceptor and drawer are insolvent, does not apply where the drawers owe the acceptors more than the