thing like our syrup of spruce gum, and make people buy it instead of ours. The question whether the things were exactly the same did not arise here. If it appeared that the Nuns had made a bottle for the same object, with a sufficient resemblance to deceive the public, they would have been within the law. In this instance, the things were of convenient size, and they had been produced to speak for themselves. [Here the learned Judge held up two bottles, one of each of the syrups, which differed greatly in colour and external appearance.] The Court was asked, as reasonable human beings, to say that these bottles could be mistaken for one another. The external appearance was different, and the internal contents were different. That disposed of the most important branch of the case, that is, the special wrong which Messrs. Kerry & Co. had alleged against these ladies. His Honour continued, that unless his attention had been particularly drawn to the declaration, he would not readily have observed that there was another branch of damages alleged here of a very peculiar character. The allegation was to this effect: these ladies being a charitable corporation, and having been incorporated for purposes of charity, could not be subjected to any taxes, and yet carried on the business of apothecaries, and did so to the injury of plaintiffs, and that the plaintiffs had a direct action against the ladies to compel them to pay damages for having thus carried on business. Taking it for granted for a moment that damages had been established, did such an action lie. The code says an action may be brought where injury has been caused by another's fault. His Honour could not see that the respondents had done the appellants any harm by the selling of this Spruce Gum. It was a remedial preparation, and charitable corporations had never been precluded from making such things. Governments in France interfered when such things came to be an abuse. But the Court was asked here to say to what extent these people were to use their privileges. His Honour did not feel disposed to enter upon this ground at all. He could not conceive that these ladies had at all violated their charter. There was a difference in the things. It was well known there was two trees—one *épinette blanche*, and the other *épinette rouge*. Messrs. Kerry & Co. called their's, syrup of red spruce gum. There was little gum in the red spruce, while the *épinette blanche* was full of gum. Mr. Justice Cross had made some historical researches, and found that this was a very ancient remedy, and Jacques Cartier, in his first voyage, spoke of having cured the scurvy by an extract of *épinette*—a remedy which had been learned from the Indians. Perhaps it was in allusion to this that Mr. Gray had a wild Indian, half clad, sitting on a stone, in his trade-mark. The judgment appealed from was a good one, and must be confirmed.

CROSS, J., cited from Canadian history to show that the remedy sold by the Nuns was well known formerly. He remarked that in his individual opinion the question whether these ladies had the right to trade was sufficiently raised in the case, and as the Court below had decided against them on this point the plaintiffs ought to be allowed the costs on the incidental demand. But this was only his own opinion. Judgment confirmed.—*Montreal Legal News.*

ENGLISH REPORTS.

DIGEST OF THE ENGLISH LAW REPORTS FOR FEBRUARY, MARCH, AND APRIL, 1878.

(From the American Law Review.)

ACCEPTOR.—See BILLS AND NOTES, 1, 3, 5.

ADEMPTION.—See BEQUEST.

ADJACENT SUPPORT.—See EASEMENT.

ADVOCATE.—See ATTORNEY AND CLIENT, 1.

AGENT.—See PRINCIPAL AND AGENT.

AGREEMENT.—See CONTRACT.

AMBIGUITY.—See WILL, 1.

ANCIENT LIGHTS.

In an action for obstruction of ancient lights, it appeared that plaintiff was entitled to access of light by prescription, and that defendant had diminished the light by erecting a high building opposite, but that there was still light enough for the business carried on in plaintiff's premises. COCKBURN, C. J., instructed the jury that they should bring in substantial damages, if they found that the light had been sensibly diminished, so as to affect the value of the premises, either for the purposes for which they had been previously used, or for any purpose for which they were likely to be used in the future. Defendants contended that the damages should be nominal, unless it apeared that the premises were injured for the purposes for which they had always been, and were still, used. *Held*, that the instruction of the judge was correct.—*Martin* v. *Goble* (1 Camp. 320) questioned. *Moore* v. *Hall*, 3 Q. B. D. 178.

ANIMUS MANENDI.—See DOMICILE.

ANNUITY.

A testator gave an annuity to his son, with cesser and a gift over "if he shall do or permit any act, deed, matter, or thing whatsoever, whereby the same shall be alienedd, charged, or incumbered." The annuitant committed an act of bankruptcy by failing to answer to a debtor's summons. *Held*, that the annuity thereupon ceased.—*Ex parte Eyston. In re, Throckmorton*, 7 Ch. D. 145.

ANTICIPATION.

A married woman, entitled under a will to £400 a year for her separate use, without power of anticipation, joined with her husband in mortgaging her interest under the will, by perpetrating a gross fraud upon the mortgagee as to the restraint upon anticipation. The mort-