

Held, that the plaintiff's attorney could not continue the case for his costs.—*Carrier v. Coté*, 6 Q. L. R. 297 (Court of Review, opinion by Meredith, C.J.)

Collision—Negligence.—In the case of a steam vessel lying at anchor upon an anchorage ground while using her bell and showing two white lights, one upon her foremast and the other at the gaff aft, each in an oblong lantern : *Held*, 1. That a sailing vessel which, misled by the whistle of another steamer in motion, struck her, was in fault for going too fast; and 2. That the lights, though not in globular lanterns, as directed by the "Act respecting the navigation of Canadian waters," being equal in power, were a substantial compliance with the Act.—*The General Birch*, 6 Q. L. R. 300. (Vice-Admiralty Court, opinion by G. Okill Stuart, J.)

Lease—Right of tenant to reside, in consequence of interference with light.—L'auteur des défendeurs avait loué au demandeur une maison pour y établir un atelier de photographie. Plus tard les défendeurs érigeaient sur une propriété avoisinante à eux appartenant, un mur de 22 pieds qui a effet d'enlever au demandeur partie de la lumière dont il avait besoin pour exercer son métier. *Jugé*, que l'érection du mur en question constitue pour le locataire un trouble dans sa jouissance, et lui donne droit à la résiliation du bail et à des dommages contre les représentants de son locateur.—*Remillard v. Cowan*, 6 Q. L. R. 305 (Cour Supérieure, jugement par Casault, J.)

Capias—Bail.—A defendant who has given special bail is not bound to file a statement and make the declaration mentioned in Art. 766 C.C.P.—*Poulet v. Launière*, 6 Q. L. R. 314. (Superior Court; judgment by Meredith, C.J.)

Sale—Registration—Commencement of proof.—L'acquéreur d'un immeuble, n'y ayant pas de droits incommutables et effectifs sans un titre et son enregistrement, est présumé faire dépendre son consentement de l'existence d'un titre, et en conséquence, il faut, pour trouver dans un écrit le commencement de preuve d'une acquisition verbale d'un immeuble, une énonciation plus formelle et plus positive que pour un contrat qui n'a besoin que du consentement des parties pour le compléter.—*Anctil v. Déchêne*, 6 Q. L. R. 317 (Cour de Révision; opinion par Casault, J.)

RECENT ENGLISH DECISIONS.

Master and Servant—Assault—Consent—Submission.—The plaintiff was a domestic servant in the service of Captain and Mrs. Braddell. In consequence of a suspicion entertained by Mrs. Braddell, she sent for her doctor, Dr. Sutton, and requested him to make an examination of the plaintiff's person, to ascertain whether she was pregnant. The doctor did so, without using any force or doing anything more than was necessary for the purpose of the examination. The plaintiff strongly expressed her dislike to be examined, but offered no further resistance, and did what the doctor told her. She afterwards brought an action for assault against her master and mistress and the doctor. The judge at the trial withdrew the case from the jury as against the master and mistress, and the jury found a verdict for the other defendant, Dr. Sutton. A rule was subsequently obtained to set aside the verdict and grant a new trial, on the ground that the judge ought not to have withdrawn the case from the jury against any of the defendants, and that the verdict was against the weight of evidence. The case came before Lindley and Lopes, JJ. (Common Pleas Division, Jan. 15, 1881) who differed in opinion.

Held, by Lopes, J., (1) That it was not correct to tell the jury, that to maintain the action, the plaintiff's will must have been overpowered by force or the fear of violence. A submission to what is done, obtained through a belief that the plaintiff was bound to obey her master and mistress, is a consent obtained through fear of evil consequences to herself, induced by her master and mistress' conduct, and is not sufficient. (2) That the action is maintainable unless what was done was so unmistakably with the plaintiff's consent, that there was no evidence of non-consent upon which a jury could reasonably act. *Held*, by Lindley, J., (1) That a verdict in the plaintiff's favor could not be supported in point of law against her master and mistress. (2) That the plaintiff had it entirely in her own power physically to comply or not with her mistress' orders. (3) That there was no evidence of want of consent as distinguished from reluctant obedience or submission to her mistress' orders, and that in the absence of all evidence of coercion as distinguished from an order which the plaintiff could