

upon the evidence before him, and used in good faith all the reason and faculties which he had, should be held guilty."\*

This brings us to an extraordinary series of professional and judicial delusions, next to be considered.

[To be continued.]

### DIGEST OF ENGLISH CASES.

The following is a digest of the principal cases reported in the English Law Reports for February, March and April, 1878.

*Acceptor.*—See *Bills and Notes*, 1, 3, 5.

*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 appeared 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 gift over "if he shall do or permit any act, deed, matter, or thing whatsoever, whereby the same shall be aliened, 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 mortgagee got judgment against them, and an order to charge the wife's income as it came due. *Held*, that the restraint on anticipation could in no case be evaded or set aside, even in case of such gross fraud.—*Stanley v. Stanley*, 7 Ch. D. 589.

*Attorney and Client.*—1. Defendant, a Scotch advocate, was legal adviser and agent for two ladies, as trustees for their father's estate. Under his direction, two houses belonging to the estate were sold, nominally to defendant's brother, but in reality the defendant himself was the purchaser, though without the knowledge of his clients.—*Held*, that the purchase could not be enforced.—*McPherson v. Watt*, 3 App. Cas. 254.

2. During the progress of a suit, the plaintiffs mortgaged their interest in the estate concerned in the suit to the defendants therein. The plaintiffs' solicitor sanctioned the mortgage, and subsequently got his costs in the said suit charged on the plaintiffs' interest in the estate.—*Held*, that under the circumstances the mortgage must be postponed to the costs, as the defendants must be held to have known of his lien when they took the mortgage.—*Faithful v. Ewen*, 7 Ch. D. 495.

*Bank.*—See *Bills and Notes*, 4.

*Bankruptcy.*—See *Annuity; Composition; Fixtures; Lease*.

*Bill of Lading.*—A bill of lading for a cargo of wheat, shipped at New York for Glasgow, contained an exemption from liability for loss from perils of the sea, or loss due to the negligence of the officers or crew of the ship. The cargo was injured by sea-water admitted into the hold, as the jury found, five days after sailing, through a port-hole negligently left unfastened by the crew; but the jury did not find whether the port-hole was left unfastened before the sailing or subsequently. *Held*, that the case must be remanded for a finding on this point, the question of liability depending upon whether the implied warranty of seaworthiness at the commencement of the voyage had been complied with.—*Steel et al. v. The State Line Steamship Co.*, 3 App. Cas. 72.

See *Demurrage*.

*Bills and Notes.*—1. The plaintiff, a merchant

\* *The Commonwealth v. Presby*, 14 Gray, 65, 68, 69.