accused plunging his arm up to the wrist for inferior crimes, and up to the elbow for crimes of deeper dye, in a vessel filled with boiling water. The other proceedings were similar to those in an ordeal by fire.

And now we may take leave of Glanville, trusting we have not wearied our readers with this little excursion into his domains.

RECENT ENGLISH DECISIONS.

We continue the cases in the Chancery Division.

SOLICITOR AND CLIENT—LIEN.

In re Galland, 31 Chy. D. 296, is another decision of the Court of Appeal. The application was made by a client against a solicitor for the delivery and taxation of his bill of costs, and also for the delivery up of papers in his custody belonging to the client. The solicitor had been discharged by the client, and insisted on his right to retain the papers in his hands until his lien should be satisfied. But Chitty, J., ordered that the papers should be delivered up on the client paying into Court the amount claimed by the solicitor to be due for costs, together with a sum to meet the costs of taxation. He moreover held that the solicitor's lien is confined to what is due to him in that character, and does not extend to general debts. The parties having agreed that the solicitor should be entitled on delivery up of the papers to receive out of Court a part of the money directed to be paid in, without awaiting the result of the taxation, it became unnecessary for the Court of Appeal to pronounce on that part of the case. They, however, unanimously upheld the ruling of Chitty, J., as to the extent of a solicitor's lien.

POWER OF APPOINTMENT—RESIDUARY GIFT.

The point involved *In re Hunt*, 31 Chy. D. 308, was a simple one. A testatrix, having a power of appointment over a fund in favour of a class, by her will purported to appoint to the class (which included F. and B.), and also another person not a member of the class in equal shares; and by a residuary clause she gave all the residue of her estate over which she had any disposing power to F. and B. The appointment being bad as to the share appointed to the person not an object of the power, the question was whether F. and B. were entitled to this share under the residuary gift; and Bacon, V.C., held that they were, and that the share in question did not go as upon default of appointment.

REDEMPTION—ACTION BY PUISNE INCUMBRANCER—FORM OF JUDGMENT.

In *Hallett* v. *Furze*, 31 Chy. D. 312, a question arose as to the proper form of a judgment for redemption where the action is brought by a second mortgagee against the first mortgagee and the mortgagor. The point being whether, on failure of the plaintiff to redeem, the action should be dismissed with costs as to both defendants, or only as against the mortgagee. Kay, J., decided the proper practice is to dismiss the action as to both defendants with costs.

6 ANNE, C. 18—PRODUCTION OF CESTUI QUE VIE.

In re Stevens, 31 Chy. D. 320, was an application under the statute 6 Anne, c. 18, to compel a person having an interest in land, determinable upon the life of another person, to produce such person. It appeared that one Stevens, who was tenant for life of the property in question, previous to going to sea in 1864, had put his wife in possession of the rents of the property, telling her that she should receive the rents as long as he lived; he had not been heard of since 1866, and an order having been made at the instance of the tenant in remainder requiring the wife to produce her husband, or in default declaring that he ought to be deemed to be dead, the registrar objected to draw up the order on the ground that the wife was not tenant *pur autre vie*, but merely agent of the tenant for life; but Chitty, J., though thinking the registrar had rightly raised the objection, nevertheless came to the conclusion that the case was within the statute, inasmuch as the husband intended the wife to have an interest in the property and was not a mere agent; but he directed a clause to be added to the order, reserving to any party interested liberty to apply to discharge the order.