The defendant was employed in 1880 to find a good security for 500*l.*, and himself employed a Mr. Edwards to value the property now in question, consisting of manufacturing premises. The valuers reported that the property was a sufficient security for 500*l.*, which sum the trustees advanced upon it. The interest at once fell into arrear, the mortgagor became bankrupt, the property remained unlet, and the trustees, being unable to realise, brought this action against their solicitor. The negligence imputed was that the defendant had neglected to inform Edwards, the valuer, of the terms of a tenancy under which one Smith held the premises of the mortgagor, Ward. Edwards was instructed by the defendant that Smith held at a rent of 80*l.*, and that there was no written agreement between him and Ward, whereas in fact there was a written agreement for a lease, under which the landlord was liable to pay the rates and taxes, amounting to over 20*l.* In his evidence, Edwards said that had he known the terms of this tenancy he should not have reported the property as a good security for 500*l.* The defendant, on the other hand, had, at the commencement of the negotiations, inquired of the mortgagor the nature of the tenancy, and had been informed by him that Smith held as a yearly tenant at a rent of 80*l.* At the completion of the mortgage, the mortgagor, being asked whether there was any written agreement in existence with reference to the tenancy, replied that there was none. He also purported to convey 'free from incumbrance.' The question, therefore, was whether the defendant had sufficiently instructed Edwards in telling him what he had heard from the mortgagor, or whether, as the plaintiffs contended, he ought to have ascertained from Smith himself the terms of the tenancy. At the trial, which took place on June 24, the jury found that the defendant had not made reasonable inquiries as to the terms of Smith's tenancy. They found, further, that if such inquiry had been made, the valuer's report would have been affected, supposing the agreement created a fourteen years' lease, to the extent of 350*l.*; that the premises were a good security for 150*l.*; that their actual value in 1880 was 300*l.*, and at present 200*l.* The case was argued on further consideration on August 6, when it was submitted on behalf of the plaintiffs that on the findings of the jury they were entitled to judgment for 500*l.*, or at the least for 350*l.* The recent case of *Learoyd* v. *Whiteley*, in the House of Lords, reported in the Court of Appeal, 55 Law J. Rep. Chanc. 864, and affirmed by the House of Lords; *Chapman* v. *Chapman*, L. R. 9 Eq. 276, and other cases, were cited.—On the other side it was argued that, as the agreement between Ward and Smith contained a clause empowering the landlord to mortgage in his own name as owner, Ward was entitled to a mortgage free of incumbrance, and the tenancy was in reality void as against the mortgagees. Apart from this it was urged that there was no negligence, and that the defendant was not bound to make further inquiries than he had done.—Mr. Justice Stephen, in giving judgment, said that, having regard first of all to the facts found by the jury that proper inquiries had not been made by Mr. Fowke; having regard also to the expression of the jury's opinion as to the value of the security itself; and, lastly, having regard to the fact that Mr. Fowke knew that his clients were trustees; taking all these considerations together, he was of opinion that he must give judgment for the plaintiffs for 400*l.*—350*l.* as the difference between the value of the security actually obtained and the sum which was to be advanced on it, and the remaining 50*l.* as a round sum in consideration of arrears of interest and other matters. His lordship arrived at this conclusion with some degree of doubt, and not without considerable regret, because it was certain that Mr. Fowke had acted quite *bonâ fide*. It had not even been suggested that he had acted otherwise. Judgment was given accordingly, but the learned judge granted a stay of execution on motion of appeal being given by Friday next.—*Law Journal.*

TRAVELLING ON A RAILWAY.

At Bristol, on August 9, before the Lord Chief Justice without a jury, the cause *Brown* v. *The Accident Insurance Company* was heard. In 1852 the plaintiff insured himself with