difficult to understand exactly what the learned Judge means. If he intends to convey the impression that where a jury of laymen, possibly sympathetic, assess the damages which a poor plaintiff has in fact sustained, the liability in law of the defendant should be decided, not according to the ideas of law of the Judges constituting the Full Court for the time being, but upon eleemosynary principles, few persons will, we think, agree with him.—*Australian Law Times.*

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## Equity and Conveyancing.

"Ne sutor ultra crepidam" is a maxim of great value when applied to the drafting of Acts of Parliament; but however skilled the original cobbler may be, he should beware lest Parliament interfere with his skill. The late Mr. Brodie is said only to have consented to draw the Fines and Recoveries Act on the understanding that neither branch of the Legislature should tamper with a word of the bill as drawn by himself; the most enterprising M.P.'s of that time had to keep in check their knowledge of conveyancing; and the result of giving an expert a free hand was what is probably, considering the complexity of the subject, the best drawn Act of any time. If Mr. Wolstenholme had made a similar stipulation with reference to the Conveyancing Act, 1881, there would probably have been less need of judicial interpretation of that statute; while a satisfactory Married Women's Property Act seems a task as far surpassing the wit of man as a workable Home Rule bill. But perhaps the most colossal series of legislative blunders over a simple matter has been achieved by what are always known as Locke King's Acts, though they now have a statutory "short title," and can be cited as "The Real Estate Charges Acts, 1854, 1867 and 1877"—popular titles, however short, being apparently considered beneath the dignity of an Act of Parliament. The exploit of driving coaches and horses abreast through these unhappy Acts has for years been the source of much innocent merriment to the guileless equity practitioner. They did not apply to leaseholds; a general direction that debts should be paid out of personal estate was a declaration of a contrary intention; the provisions as to a vendor's lien only covered the case of land purchased by a testator, and not that of an intestate. Even after a horde of judicial decisions and two amending Acts, a statute that shall be consolidating and really amending is urgently needed to codify the law. It now appears that where an annuity is granted by deed containing a covenant to pay and a charge of the annuity upon a freehold house devised to trustees for a term to secure the annuity, with powers of distress and entry, the deed constitutes an equitable charge within the meaning of the Act of 1877. But it took the Court of Appeal to decide the point—the ground for the decision being that the house was made security for a debt by the deed which gave to the annuitant an equitable interest in the house. — *Law Journal (Eng.).*

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## Luring to Libel.

A recent case in the Supreme Court of New York—Miller v. Donovan—involved an attempt