

had made. He held that it was the duty of the Government, under the exceptional circumstances, to have called the attention of Parliament, the masters of the Supreme Court, to the fact of the delay.

Mr. PLUMB said that the election law was claimed by the Government as one of its great reforms, entirely forgetting the fact that there was an Election Bill passed in 1873. By a clause inserted in the law, a member having taken his seat during the sitting of Parliament, could not be unseated until the close of the Session, whatever were the circumstances under which he had obtained it.

Vote agreed to.

- 28. Second Messenger of the Supreme Court of Canada and the Exchequer Court \$360
- 29. Contingencies and Disbursements, including printing, binding and distributing Reports, Judges' travelling expenses; also salaries of officers (Sheriff, Usher, &c.) in the Supreme and Exchequer Courts of Canada, and \$150 for books for Judges \$7,000

In reply to Mr. Mitchell,

Mr. LAFLAMME said the total expense of the Supreme Court last year was under \$52,000.

Vote agreed to.

NEW PUBLICATIONS.

MORGAN'S LEGAL MAXIMS: Robert Clark & Co., Publishers, Cincinnati, O.

In this work Mr. Morgan, author of "The Law of Literature," has brought together in a volume of convenient size 2,882 maxims, culled from a great variety of legal works. The maxims are given in English, with the original text below, and the whole compilation is indexed so as to facilitate reference. The work is very neatly printed and bound, and will no doubt prove acceptable to the practitioner as well as to the student.

THE SCHOLASTIC NEWS: Montreal, printed by T. & R. White.

This is a monthly journal, devoted, as the title indicates, chiefly to educational subjects. The contents are useful and interesting, and a journal of this character should find a wide constituency. The type and paper are alike excellent, and place the new journal in these respects on a par with more pretentious productions.

DIGEST OF ENGLISH DECISIONS.

The following is a digest of the decisions which are of interest to the majority of our readers, reported in the English Law Reports for November and December, 1877, and January, 1878:—

Adjacent Support.—Between the coal mines of the plaintiff and those of the defendant there was an intermediate piece of surface land, from under which the coal had long before been extracted by a third party. In the ordinary working of his mine, defendant had dug near the intermediate piece of land, and the latter had given way, thus causing a portion of the surface over plaintiff's mine to subside. *Held*, that the plaintiff was entitled to no relief.—*Corporation of Birmingham v. Allen*, 6 Ch. D. 284.

See *Injunction*.

Administrator—See *Executor and Administrator*.

Agreement—See *Lease*.

Ancient Lights.—Where an old building having ancient lights was demolished and a new one put in its place, and a skylight put into the new one, substantially where a dormer window in the old one was situated, *held*, under the circumstances, that by 2 & 3 Will. IV. c. 71, § 3, the right to the light was not lost. But where the new building on the servient estate which obstructed the skylight was nearly completed, damages were allowed and an injunction refused.—*National Provincial Plate Glass Ins. Co. v. Prudential Ins. Co.*, 6 Ch. D. 757.

Attorney and Client.—1. The rule that a solicitor cannot take a gift from a client while the professional relation exists, applied with rigor.—*Morgan v. Minett*, 6 Ch. D. 638.

2. A solicitor who acts for both mortgagor and mortgagee cannot claim a lien upon the title deeds for costs due him from the mortgagor, so as to entitle him to withhold the deeds from the mortgagee until those costs are paid, although the mortgagee knew that he had such lien as against the mortgagor.—*In re Snell (a solicitor)*, 6 Ch. D. 105.

3. A client paid her solicitor his bill, and gave her business to other solicitors, who also received the deeds and other documents relating thereto. *Held*, that the first solicitor could retain the client's letters to him relating to the business, and also the press copies of his to her.—*In re Wheatcroft*, 6 Ch. D. 97.

See *Company*, 6.