

benefit from the tolls, and were therefore exempt from the operation of 43 Eliz. c. 2, s. 1. (Exch. Ch.)—*The Queen v. McCann*, Law Rep. 3 Q. B. 677.

8. At the election of town councillors there were four vacancies and five candidates. B. one of the four who had a majority of votes, was returning officer, and therefore ineligible. *Held*, that mere knowledge by the electors who voted for B. that he was returning officer, did not amount to knowledge that he was disqualified in law as a candidate, and that therefore the votes were not thrown away, so as to make the election fall on the fifth candidate.—*The Queen v. Mayor of Tewkesbury*, Law Rep. 3 Q. B. 629.

2. A man cannot be convicted of personating "a person entitled to vote," if the person personated be dead at the time.—*Whitely v. Chapell*, Law Rep. 4 Q. B. 147.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

LANDLORD AND TENANT.—1. A tenant is estopped from denying that his landlord has a legal reversion, though it appear from the instrument of demise that the landlord has only an equity of redemption.—*Morton v. Woods*, Law Rep. 3 Q. B. 658.

2. The lessee of an inner close has, by necessity, a right of way over an outer close which belongs to his lessor, but he cannot, by user, acquire an easement to deposit packages on a close which belongs to his lessor.—*Gayford v. Moffat*, Law Rep. 4 Ch. 183.

LIBEL.—An accurate report in a newspaper of a debate in parliament, containing matter disparaging an individual, is not actionable; the publication is privileged on the ground that the advantage of publicity to the community outweighs any private injury; and comments in the newspaper on the debate are so far privileged, that they are not actionable so long as they are honest, fair, and justified by the circumstances disclosed in the debate.—*Wason v. Walter*, Law Rep. 4 Q. B. 73.

MASTER AND SERVANT.—To an action for breach of an indenture of apprenticeship, the defendant, the apprentice's father, pleaded that the apprentice "was and is prevented by act of God, to wit, by permanent illness, happening and arising after the making of the indenture, from remaining with or serving the plaintiff during

all said term." *Held*, on demurrer, a good plea in excuse of performance, without any averment that the plaintiff had notice of the illness before the commencement of the action.—*Boast v. Firth*, Law Rep. 4 C P. 1.

RAILWAY.—1. A company were empowered by a statute, passed in 1832, to make and use a railway for the passage of waggons, engines, and other carriages. The company ran passenger trains drawn by locomotive steam-engines, having taken all reasonable precautions to prevent the emission of sparks. The plaintiff's haystack having been fired by sparks from an engine, *held*, that, as the company had not express powers by statute to use locomotive steam-engines, they were liable at common law for the damage.—*Jones v. Festiniog Railway Co.*, Law Rep. 3 Q. B. 783.

UNDUE INFLUENCE.—A., a widow, aged seventy-five, within a few days after first seeing B., who claimed to be a "spiritual medium," was induced, from her belief that she was fulfilling the wishes of her deceased husband, conveyed to her through the medium of B., to adopt him as her son, and transfer £24,000 to him; to make her will in his favor; to give him a further sum of £6,000; and also to settle on him, subject to her life-interest, £30,000 (these gifts being without consideration, and without power of revocation). *Held*, that the relation existing between them implied the exercise of dominion and influence by B. over A.'s mind; and that as B. had not proved that these gifts were the pure voluntary acts of A.'s mind, they must be set aside.—*Lyon v. Home*, Law Rep. 6 Eq. 655.

REFORMING DEED—SPECIFIC PERFORMANCE—FRAUD—CONFLICTING EQUITIES.—The defendant, a man of weak intellect, was fraudulently induced to execute a quit-claim deed of certain land to which he was entitled as heir-at-law, but no consideration was given for such deed. The land was afterwards conveyed to the plaintiffs in these suits for valuable consideration. After the lapse of more than fifteen years the defendant brought ejectment against the plaintiffs, and it was decided that the legal title had not passed by the deed executed by him. The plaintiffs thereupon instituted proceedings in this Court to reform the deed executed by the defendant, or, treating it as a contract only, for a specific performance thereof. *Held*, (1st) That though the plaintiffs had equities as purchasers for value, yet the defendant had an equity to set aside the deed he was deceived into executing; and that his equity being the elder, and having the legal title in his