tion adverse to his pretensions. He could have appealed from that, and, until he does, it is *res judicata* between him and his adversary. But it is said, the right to urge the difference in value was reserved by the Judge; but it is not possible that this reservation could have been a recognition of the right which he expressly denied by the terms of his judgment ordering the valuation. At the utmost, it could only have meant to reserve the exercise of the right by action, if the right itself existed. Now, upon that I am of the same opinion as the learned Judge was, that the right does not exist, and I must say I have heard no reasoning and no authority to show that it does; on the contrary, I think I see ample reason for deciding the other way. If the defendants had chosen to give back the property instead of paying the price, they might have done it. Then, again, if the plaintiffs in that case had got the property at the time Mr. Guy died, they could not have sold it; it was entailed on their children; it makes no difference to them whether they get the thing that has since diminished in value, or whether they get the now diminished value of the thing. Action dismissed with costs.

Loranger & Co. for plaintiff.
Doutre & Co. for defendant.
Bethune & Bethune for defendant Court.

RECENT ENGLISH DECISIONS.

Husband and Wife.—By the Divorce Acts (20 and 21 Vict. c. 85, and 21 and 22 Vict. c. 108,) a husband is liable for certain statutable costs of his wife, when suing for a divorce. *Held*, that a wife's solicitor might sue him also at common law for extra necessary costs, as for necessaries.—*Ottaway* v. *Hamilton*, 3 Q. B. D. 393.

Injunction.— 1. Where the court was of opinion that the defendant was attempting to represent to the public that he was carrying on the business of which the plaintiff was proprietor, *held*, that the fact, that plaintiff had known the facts for three years before beginning suit, was no bar to his right to an injunction. It is a matter governed by the Statute of Limitations only.—*Fullwood* v. *Fullwood*, 9 Ch. D. 176.

2. A railway company contracted to purchase a piece of land of plaintiff for its road, entered and built and opened their road over it, but did not pay the price nor the interest-money on the price. In an action for specific performance, and for an injunction against running trains over the land, and for a receiver, before decree, the application for the interlocutory injunction was *held* monstrous, and refused.—*Latimer* v. *Aylesbury & Buckingham Railway Co.*, 9 Ch. D. 385.

Insurance.—The assured had information that the ship insured was in great danger of becoming a total loss, and the result was that the condition of the ship was such as to have entitled him to a claim as for a constructive total loss, and the ship was afterwards properly sold as in case of constructive total loss. He failed, on receiving his information, to give prompt notice of abandonment, and of a claim for constructive total loss. *Held*, that he could not recover from the insurers. The doctrine of notice of abandonment, in such a case, is part of the contract of indemnity.—*Kaltenbach* v. *Mackenzie*, 3 C. P. D. 467.

Jurisdiction.—A patentee of certain shells, obtained an injunction against the agents of the Mikado, a foreign sovereign, against putting some of these shells on board some war-ships belonging to the Mikado, and lying in an English port. The shells were made in Germany, and bought and paid for there. The Mikado applied to be admitted a defendant, and, having been made one, he applied, by his agent, to have the shells delivered up to him. Granted. The Mikado did not waive his rights as sovereign by becoming a defendant.—*Vavasseur* v. *Krupp*, 9 Ch. D. 351.

Limitations, Statute of.—A partnership between N. and C. terminated in 1861, when C. acknowledged a debt on balance due from him to N., of £787, and promised to pay it in a month, but had never paid it. Since then, N. had importuned him to enter into the partnership accounts and pay him; but C. had refused, and finally repudiated the debt and liability. N. brought suit, setting up these facts, and C. pleaded the Statute of Limitations by demurrer. *Held*, thet the statute was a defence, and that it could be pleaded by way of demurrer. *Miller* v. *Miller*, L. R. 6 Eq. 499, criticised.—*Noyes* v. *Crawley*, 10 Ch. D. 31.