

limited in such cases to "where the value of the property shall not exceed the sum of £500"; and in the judgment of the Divisional Court those words did not mean the value of the interests of the litigants in dispute, but meant the whole value of the land in question.

CRIMINAL LAW—LARCENY—EVIDENCE OF ASPORTAVIT.

*The King v. Taylor* (1911) 1 K.B. 674. In this case the defendant was indicted for larceny, and it was proved by the prosecutor, that the accused had put his hand into the prosecutor's pocket, seized his purse and drew it to the edge of the pocket, but failed to draw it completely out of the pocket owing to its meeting an obstruction. The prosecutor grasped the purse and replaced it, and the question was whether this was sufficient evidence of an asportation of the purse to warrant the conviction of the accused. The Court of Criminal Appeal (Darling, Pickford and Bankes, JJ.) held that it was.

ORDER FOR PAYMENT OF COSTS OF MOTION TO COMMIT—ACTION TO RECOVER COSTS PAYABLE UNDER ORDER—CRIMINAL PROCEEDING.

In *Seldon v. Wilde* (1911) 1 K.B. 701, which was an action to enforce payment of costs payable under an order made on a motion to commit the defendant, a solicitor, for disobedience of an order of the Court, the defendant applied to stay the action on the ground that it was an abuse of the process of the court, and also on the ground that the order sued on was made in a criminal or quasi-criminal proceeding, and that therefore no action could be brought on the order. The majority of the Court of Appeal (Buckley and Kennedy, L.JJ) held that these objections were not entitled to prevail, but Williams, L.J., dissented, and considered the order was made in the exercise of a quasi-criminal jurisdiction over the defendant as an officer of the court, and therefore was not enforceable by civil action.

ARBITRATION—CONTRACT WITH MUNICIPALITY—DISPUTES TO BE REFERRED TO MUNICIPAL ENGINEER—ACTION BY CONTRACTOR STAYING PROCEEDINGS—ATTACK ON CONDUCT OF ARBITRATOR—DISCRETION OF COURT—ARBITRATION ACT, 1889 (52-53 VICT. C. 49), s. 4—(9 EDW. VII. C. 35, s. 8, ONT.).

*Freeman v. Chester* (1911) 1 K.B. 783. The plaintiffs sued on a contract made with the defendants, a municipal body, for