

JUSTICES—QUARTER SESSIONS—APPEAL AGAINST SUMMARY CONVICTION—EXCESSIVE PUNISHMENT, APPEAL ON GROUND OF—JURISDICTION TO QUASH CONVICTION—NON-APPEARANCE OF RESPONDENT.

*The Queen v. Justices of Surrey* (1892), 2 Q.B. 719, was an appeal from a decision of the justices at Quarter Sessions quashing a conviction under the following circumstances. One Bell was prosecuted for cruelty to an animal by an officer of the Society for the Prevention of Cruelty to Animals, and was convicted. He gave notice of appeal to the Quarter Sessions, alleging as the only ground of appeal that the punishment awarded was excessive. On the appeal the prosecutor failed to appear, and there being in consequence no evidence adduced in support of the conviction the conviction was quashed. The prosecutor appealed on the ground that the sessions had no power to go into any ground of appeal not stated in the notice, and consequently had no jurisdiction to quash the conviction; but a Divisional Court (Lord Coleridge, C.J., and Cave, J.) held that on an appeal to the sessions, even where the only ground of appeal assigned is excessive punishment, if the respondent do not appear to sustain the conviction, the conviction may properly be quashed, as the court has no means of determining whether any punishment should be awarded, and a conviction without a sentence would be bad.

ILLEGAL CONTRACT—CONTRACT FOR PURCHASE OF SHARES—AGREEMENT TO BUY SHARES AT A FICTITIOUS PREMIUM—ACTION TO RECOVER MONEY PAID ON ILLEGAL CONTRACT—CONSPIRACY—"RIGGING THE MARKET."

*Scott v. Brown* (1892), 2 Q.B. 724, was an action brought to recover the price paid to the defendants for the purchase of shares in a projected company, on the ground that the defendants, while acting as the plaintiff's brokers, had delivered their own shares to him instead of purchasing them on the stock exchange. At the trial it appeared, upon the plaintiff's own case, that the money sought to be recovered had been paid in pursuance of an agreement between him and one of the defendants, whereby it was agreed that, with the money in question, such defendant should purchase a number of shares in a projected company upon the stock exchange at a premium, with the sole object of inducing the public to believe that there was a real market for the shares and that they were at a real premium, which, as a fact, both the plaintiff and the defendants well knew they were not. The Court of Appeal (Lord Esher, M.R., and