Recent English Decisions.

BILL OF EXCHANGE—ILLEGAL CONSIDERATION—COMPOUNDING FELONY.

Of the next case, *Flower* v. *Sadler*, p. 83, it need only be said that it is on the same lines, and follows the principle adopted in *Ward* v. *Lloyd*, 7 Scott, N. R. 499, both cases enforcing the proposition that when there is a debt actually due, though incurred under circumstances which might subject the debtor to a criminal prosecution at the hands of his creditor, as *e.g.* in the case of a defaulting agent, the mere use of language by the creditor, threatening prosecution, is not alone sufficient to vitiate the security shortly afterwards given by the debtor to the creditor, on the ground of their constituting an illegal agreement compounding a felony, or on the ground that they were obtained by threats—and this though the creditor did as a matter of fact, after receiving them, abstain from prosecuting.

COSTS—INTERLOCUTORY PROCEEDINGS—STAY TILL PAYMENT.

In the next case, *Morton* v. *Palmer*, p. 89, it appeared that an action had been tried and resulted in a verdict for the plaintiff. The Divisional Court refused to grant a rule *nisi* for a new trial, but the Court of Appeal granted a rule absolute for a new trial, the costs of the first trial to abide the event, and the rule continued, "And it is further ordered that the plaintiff do pay to the defendant or his solicitor the costs of this appeal, and of the application to the Divisional Court to be taxed by the Master. The costs of the motions were taxed but not paid, and the defendant thereupon applied to a Master for *a stay of proceedings till the costs should be paid*, and the Master made the order, which was confirmed by a Judge at Chambers. The Divisional Court now held that the Master had no right to interpolate a condition which the Judges of the Court of Appeal did not impose. Cave, J., says:—"It was first contended that the defendant is entitled to such stay as a matter of right, and that we have no discretion to refuse it. I cannot accede to this argument . . . Mr. Harrison says that this right has been recognized and acted upon in the Court of Chancery. But on looking at the cases he was referred to, I cannot find that any such rule has ever been laid down or even suggested. It was next contended that, in the exercise of our discretion, we ought to stay proceedings until these costs have been paid." He then refers to cases shewing the former practice in Courts of Chancery and Common Law, and says: "The principle of the practice in each Court was the same, viz., that if a litigant had brought an action or made a motion against another and had failed he should not bring a fresh action or renew his motion until he had paid the costs of the previous proceeding. This practice, however, is no justification for our making such an order in this case. The plaintiff here is not seeking to try over again something in which he has failed before. . . I am of opinion that there is no rule of practice which could justify us in doing what the Court of Appeal has not done, and making his right to go to a second trial conditional on his paying those costs."

Passing by *The Queen* v. *Ganz*, p. 93, which is an interesting case relating to the proper construction of the extradition treaty between the United Kingdom and the Netherlands, the next case arresting attention is *Pulling* v. *Great Eastern Railway Co.*, p. 110.

DAMAGE OF INTESTATE'S ESTATE FROM INJURY TO HIS PERSON.

Here an administrator sued a railway company for damages on the ground that his intestate was, through their negligence, run over by an engine, whereby he incurred medical expenses and loss of wages, whereby his personal estate was dimished in value. A demurrer to the statement of claim was now upheld, Denman, J., saying, with the concurrence of Pollock, B.: "I do not think we can hold this action maintainable without in practice entirely abrogating the doctrine of law expressed in the maxim, "*actio personalis moritur cum persona.*" To a certain extent