

court thought the case was governed by the decision of the Court of Appeal in *Hartley's case*, L. R. 10 Ch. 157; but the Privy Council came to the conclusion that that case was distinguishable from the present, on the ground that there was a genuine purchase and a genuine bargain to pay the price in paid up shares issued to the vendor, who could enforce the bargain under peril of annulling the sale; but here there was no contract with the company, but nothing more than a resolution of certain persons interested in a mining property setting forth the manner in which they proposed to put the property before the public, which did not create, nor was it intended to create, any legal rights, duties or obligations, as between the persons expressed to be parties to it, and was therefore not a contract with the company sufficient to discharge the holder of the shares in question from the liability to pay for them in full.

JUSTICES—SEARCH WARRANT—INFORMATION—(CR. CODE, s. 569.)

*Jones v. German*, (1896) 2 Q.B. 418, is an instance of the extraordinary moral obliquity of the plaintiff in the action, if of nothing else. The action was brought against a justice of the peace for trespass for having issued a search warrant under which the plaintiff's goods were searched. The facts as they appear by the report were as follows: The plaintiff had been in the employ of a gentleman named Wood, and as he was about to quit his service, Mr. Wood, suspecting that he was purloining some of his property, laid an information before the defendant, in which he swore that he had reasonable cause to suspect and did suspect that the plaintiff had in his possession certain property belonging to the informant, and that he had requested the plaintiff to be allowed to search several boxes which the plaintiff had packed ready to be taken away, and that the plaintiff had refused to permit the search. Upon this information a warrant was issued, the search made and several articles which Wood claimed to be his property were discovered in the boxes; and the plaintiff was charged with stealing them and committed for trial. It was subsequently arranged between the plaintiff and Wood