or to give evidence, on the ground of certain alleged irregularities in the proceedings. A motion was then made to commit him, upon the return of which privilege of Parliament was claimed. Vaughan Williams, J., was of opinion that the question turned upon whether the motion was to be regarded as one to punish the witness, or was merely in the nature of process for enforcing obedience to the order of the court. If the former, it would be punitive and a quasi criminal proceeding, against which no privilege could be claimed; but if the latter, it would be a merely civil process, against which the claim of privilege must be allowed; and he came to the conclusion that the case came under the latter category, and refused the motion with costs.

CONTRACT—SUM AGREED TO BE PAID TO THIRD PERSON—LIABILITY OF CONTRACTOR TO THIRD PERSON—USAGE OF TRADE—PRIVITY OF CONTRACT.

In *North* v. *Bassett* (1892), Q.B. 333, the plaintiff was a quantity surveyor who had been employed by an architect to take out the quantities for a building about to be erected. The defendant was a builder who tendered for the work upon the basis of a specification which provided that the fees of the plaintiff were to be paid to him out of the first certificate. The defendant had received the first instalment, but refused to pay the plaintiff's fees, for the recovery of which the action was brought. There was evidence that according to the usage of the trade it was customary for the builder, when a tender was accepted, to pay the quantity surveyor's fees, as was provided by the specifications. The assistant judge of the Mayor's Court had nonsuited the plaintiff on the ground of want of privity of contract between him and the defendant; but Mathew and A. L. Smith, JJ., granted a new trial, holding that the usuage was a reasonable one, and entitled the plaintiff to sue the defendant for the fees.

EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT., C. 42), S. 1, S-S. 1 (R.S.O., C. 141, S. 3, S-S. 1)—BUILDER PULLING DOWN WALL—"DEFECT IN THE CONDITION OF THE WORKS."

Brannagan v. *Robinson* (1892), 1 Q.B. 344, is one of a class of actions which figure somewhat frequently in the reports nowadays, namely, one by a workman against his employer to recover compensation for injuries received in the course of his employment. The defendant was a builder who employed the plaintiff in the work of taking down an old house. After the roof had been removed and part of the walls pulled down, the plaintiff, a laborer, was ordered to remove some of the débris of the roof which lay on the ground near one of the walls still standing. Owing to this wall not being shored up, it fell and injured the plaintiff. The plaintiff recovered judgment on the trial, and on appeal Lawrance and Wright, JJ., held that the dangerous condition of the wall was "a defect in the condition of the works connected with or used in the business" of the defendant within the meaning of s. 1, s-s. 1 (R.S.O., c. 141, s. 3, s-s. 1), and dismissed the appeal.

JUSTICES, WHEN DISQUALIFIED—BIAS—PECUNIARY INTEREST OF JUSTICE AS RATEPAYER.

In *The Queen* v. *Gaisford* (1892), 1 Q.B. 381, a motion was made for a certiorari to bring up and to quash an order made by justices on the ground that