

posed part payment depends upon a term of the oral contract itself, the statute is not satisfied," per Chitty, L.J.

**DAMAGES—BREACH OF CONTRACT—COSTS RECOVERABLE AS DAMAGES.**

*Agius v. Great Western Colliery Co.* (1899) 1 Q.B. 413 was an action to recover damages for breach of a contract for the delivery of coal, which was expressly stated to be required by the plaintiffs for shipment in steamers owned by third parties with whom the plaintiffs had contracted. In consequence of the default of the defendants, one of the steamers was detained by reason of the non-supply of coal. The ship owners, therefore, sued the plaintiffs for £150 damages, occasioned by the detention. The plaintiffs notified the defendants of the action, and they repudiated all liability and refused to assume the defence, stating that they considered the claim unfounded and excessive. The plaintiffs defended the action, and paid £20 into Court, and at the trial succeeded in showing that sum was sufficient, and obtained judgment for costs subsequent to the payment in. This course was found to be reasonable by the judge at the trial of the present action; and it was held that the costs which the plaintiffs had been put to in the action brought against him by the shipowners, over and above those received by him for costs as between party and party, were recoverable against the defendants, together with the £20 damages which the plaintiff had paid the shipowners. The dicta in *Baxendale v. London, Chatham & D. Ry.* (1874) L.R. 10 Ex. 35, adverse to the right to recover costs as between solicitor and client in such cases, were considered not to be well founded, and *Hammond v. Bussey* (1887) 20 Q.B. 79 on this point was followed.

**BETTING—BY-LAW—"PLACE OF PUBLIC RESORT."**

In *Kitson v. Ashe* (1899) 1 Q.B. 425, Lawrance and Channell, JJ., decided that a piece of uninclosed private property to which persons, without permission of the owner, were accustomed to resort for the purpose of betting, was "a place of public resort" within the meaning of a municipal by-law, which provided that "any person who shall frequent and use any street . . . or other place of public resort within the borough . . . for the purpose of book-making or betting . . . shall be liable to a penalty."