

RECENT ENGLISH PRACTICE CASES.

47, in which Lord St. Leonards lays it down as clearly settled that a devise to A. for life, with remainder to his issue, with superadded words of limitation in a manner inconsistent with a descent from A. will give to the word "issue" the operation of a word of purchase, adding that where there are superadded words of limitation, and the issue can take the fee and there is only a limitation over in a contingent event, the issue will take as purchasers, according to *Lees v. Mosley*, 1 Y. & C. 589, following previous authorities. Cave, J., said that the case before him seemed exactly to meet this description.

IMPERATIVE STATUTE—EXECUTED CONTRACT.

The last case in this number of the Q. B. D. is *Young v. Leamington*, p. 579, which requires a brief notice. An Imperial enactment, decided to be not merely directory but imperative, required every contract made by an urban sanitary authority, over a certain amount, to be not only in writing but sealed with the common seal of such authority. The defendants, an urban sanitary authority, employed the plaintiffs to do certain work under a contract, in writing but not under the common seal. The plaintiff executed the work, and the defendants had the benefit of it. It was contended that under these circumstances the defendants were at all events liable to pay for the work at a fair price, and cases were cited to shew that corporations are liable at common law, *quasi ex contractu*, to pay for work ordered by their agents and done under their authority. The Court of Appeal, however, unanimously held these cases not in point, for that they had then to construe and apply an Act of Parliament, and if they were to hold the defendants liable to pay for what had been done under the contract, they would in effect be repealing the Act, and depriving the ratepayers of that protection Parliament intended to secure for them. Lindley, L. J., observes, p. 585: "It is not for this or any other Court to decline to give effect to a clearly expressed statute, because it may lead to apparent hardship."

The cases in the April number of the Probate Division, 7 P. D. pp. 21-60, are all of them either ecclesiastical or maritime cases, and do not appear to contain anything requiring notice here.

A. H. F. L.

THE bill for the admission of lawyers from Ontario to practice in Manitoba has now passed the legislature of that province, so that there will, probably, soon be a renewed exodus of members of the profession to that somewhat uninviting promised land. For our own part we would prefer to look on at a respectful distance. Still, as the latest advices from Winnipeg report everyone happy and prosperous, many more enterprising spirits will probably accept the invitation tendered by the legislature. There should be no difficulty in getting the City Solicitorship of Orbbyn City or the City of Manchester to begin with at any rate; although probably Winnipeg has more lawyers to the square acre than any other place on the face of the earth.

REPORTS

RECENT ENGLISH PRACTICE CASES.

(Collected and prepared by A. H. F. LEFROY, ESQ.)

JACKSON V. LITCHFIELD.

Imp. O. 9, r. 6; O. 42, r. 8—Ont. Rules 40, 346
Judgment against partnership—Canon of construction of Judicature rules.

In an action against a partnership firm, judgment cannot be entered against an individual member of the firm who has made default in appearing.

[April 3, C. of A.—L. R. 8 Q. B. D. 474.]

In this action the writ was issued against a partnership firm in the name of the firm, and was served in accordance with the rule and order on one of the partners. All the partners entered an appearance except one, against whom the plaintiff moved to sign judgment separately for want of appearance.

The Divisional Court refused to allow this, and the Court of Appeal now upheld their decision.