

On the taking of said account M. claimed that all claim on the Delaware policy had been abandoned by the above correspondence, and objected to any evidence relating thereto. The referee took the evidence and charged M. with the amount received, but on exceptions by M. to his report, the same was disallowed.

Held, reversing the judgment of the Supreme Court of New Brunswick, that the sum paid by the Delaware Company was properly allowed by the referee; that the alleged abandonment took place before the making of the decree which it would have affected, and should have been so urged; that M. not having taken steps to have it dealt with by the decree could not raise it on the taking of the account; and that, if open to him, the abandonment was not established, as the proceedings against the Delaware Company were carried on after it, exactly as before, and the money paid by the Company must be held to have been received by the solicitor as solicitor of M., and not of the original holder.

Held, further, that the referee, in charging M. with interest on money received from the date of receipt of each sum to a fixed date before the suit began, and allowing him the like interest on each disbursement from date of payment to the same fixed date, had not proceeded upon a wrong principle.

Earle, Q.C., and *McKean*, for appellant.

Palmer, Q.C., for respondent.

QUEEN'S BENCH DIVISION.

LONDON, 18 January, 1897.

VALLANCEY v. FLETCHER (32 L.J.).

Ecclesiastical law—Brawling—Person in Holy Orders—23 & 24 Vict., c. 32, s. 2.

Case stated by justices.

Two informations were preferred by the respondent against the appellant, the Rev. John Vallancey, perpetual curate of Rosliston, for that he on June 13, 1896, was guilty of indecent behaviour in the churchyard of the parish church, contrary to section 2 of 23 & 24 Vict., c. 32, which provides that "any per-