

COMMENTS ON CURRENT ENGLISH DECISIONS.

The Law Reports for December comprise 23 Q.B.D., pp. 489-632 ; 14 P.D., pp. 175-9 ; 42 Chy.D., pp. 321-696 ; and 14 App. Cas., pp. 337-664.

MUNICIPAL CORPORATION—CONTRACT OF, HOW FAR BINDING ON—APPLICATION OF RATES—IMPOSITION OF RATES—ULTRA VIRES.

In *The Attorney-General v. Newcastle*, 23 Q.B.D., 492, several important principles of law relating to municipal corporations are laid down by the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.) In the first place we may deduce from this case, that the power of a municipality to levy rates is strictly limited by the terms of the statute by which that power is conferred ; and that where rates are authorized to be levied for a specified purpose, they cannot legally be applied to any other purpose ; that where the surplus rates are authorized to be expended in a particular way, rates may not legally be levied for the purpose of creating a surplus ; that when a municipal corporation has entered into a contract absolutely and unconditionally to pay a sum of money, it must nevertheless be treated as binding on the corporation only so far as it can legally bind itself to pay, and no further ; that payments which are authorized by statute to be made out of one fund, cannot by the unconditional contract of the corporation be made payable out of any other, even though judgment be recovered against the corporation on such a contract ; that a municipal corporation may be restrained by injunction from applying the rates levied to other purposes than those to which by statute they are authorized to be applied.

NEGLIGENCE—MASTER AND SERVANT—COMMON EMPLOYMENT—CONTRACTOR AND SUB-CONTRACTOR.

Johnson v. Lindsay, 23 Q.B.D., 508, is one of the few cases in which the spectacle is presented of a division of opinion among the learned Judges of the Court of Appeal. The action was brought to recover damages for the negligence of the defendant's servant under the following circumstances: Higgs & Hill, by whom the plaintiff was employed as a workman, contracted for the whole work of improving and altering certain dwelling houses, under the supervision of an architect. A certain portion of this work was of a special and definite kind, viz., the laying of a fire-proof roofing, and was to be done under a special clause in the contract by a person to be selected by the architect. Higgs & Hill were to pay the person so employed, and were to allow the use of their scaffolding and to provide any needful attendants for the carrying out of the work, and to work with him as might be necessary for the due despatch of the work ; and the work was to be carried out in accordance with a specification to be forwarded by the architect to Higgs & Hill. The architect secured the defendants to do the roofing, and it was in consequence of the negligence of a servant of theirs that the plaintiff was injured. Cotton and Lopes, L.JJ., were of opinion that the defendants were sub-contractors of Higgs & Hill, and that, therefore, they and their workmen must be taken to have been in the employ of Higgs & Hill ; that the man who caused the injury was, therefore, under a common master, and