aid and advice rendered and medicines supplied to the defendant by the brother alone, without consulting the registered practitioner. But it was held by Lord Coleridge, C.J., and Denman, J., that the plaintiff was not entitled to recover. Denman, L.J., says at p. 307:

> Looking at the Act, I think that a registered practitioner cannot give a roving authority to an unqualified person to practise in his name without consulting him or taking his advice, and then sue for the services rendered by the unqualified person. It would be entirely contrary to the purpose and intention of the Act.

ECCLESIASTICAL LAW—CONTEMPT.

Those who take any interest in the ecclesiastical litigation of the old country will find the case of *Ex parte Cox*, 19 Q. B. D. 307, worth reading. This was an application for a *habeas corpus* made by a clergyman imprisoned for disobedience to the order of the official principal. The applicant had been found guilty of ritualistic offences under the Church Discipline Act, and an order had been made for his suspension *ab officio* for a period of six months. During this period he officiated in breach of the order. Afterwards, and after the expiration of the six months, he was imprisoned under a writ *de contumace capiendo*. The court, Lord Coleridge, C.J., and A. L. Smith, J., held that the imprisonment was illegal, as the period of suspension under the order had expired; the order of suspension was no longer in force, and as the statute 53 Geo. III. c. 127, s. 1, authorized the issue of the writ *de contumace*, not by way of penalty for disobedience, but merely for enforcing the execution of the sentence pronounced by the court, as was determined by the previous authorities, it was held that it was too late after the period of suspension had expired to issue the writ. The prisoner was therefore discharged. The attempt to regulate such matters as the dress and posture of ministers of religion by process of law, enforced by imprisonment, seems a little out of date on this side of the Atlantic.

CONTRACT—SURETYSHIP AND GUARANTEE—PROMISSORY NOTE—CONSIDERATION.

Crears v. *Hunter*, 19 Q. B. D. 341, was an action on a promissory note in which one of the joint makers set up want of consideration. The note was given under the following circumstances:—The defendant's father had, before the defendant came of age, borrowed a sum of £200 from the plaintiff, promising that when his son came of age he would become surety for the debt. In 1877, after the defendant came of age, the plaintiff procured the defendant and his father to sign the promissory note sued on, whereby they jointly and severally promised to pay to the plaintiff or order "the sum of £200, being money lent, with interest on the same from Martinmas last past half yearly at the rate of five per cent. per annum." There was no evidence as to anything being said by the parties in relation to the signing of the note. Interest had been paid on the note, sometimes in the defendant's presence. It will be noticed that the note in terms did not provide for any extension of time for payment of the debt, and it was contended by the defendant that the mere expectation of forbearance, even though realized, was not sufficient consideration. But the Court of Appeal (Lord Esher, M.R., and Lopes and Lindley, L.L.J.) overruled the Divisional Court and affirmed the judgment of A. L. Smith, J., that if, as was found to be the fact by the jury, the note was signed by the defendant in order that the plaintiff might give time to his father, and the plaintiff did give time, that was a good consideration. Lord Esher, M.R., says at p. 345:

> It was argued that the request to forbear must be express. But it seems to me that the question whether the request is express or is to be inferred from the circumstances is a mere question of evidence. If a request is to be implied from the circumstances, it is the same as if there were an express request. The question is, therefore, whether there was sufficient evidence in this case to enable the jury to infer that the understanding between the plaintiff and defendant was that, if the plaintiff would give time to the father, the defendant would make himself responsible.

ESTOPPEL—STATEMENT BY DEBTOR OF HIS AFFAIRS—BANKRUPTCY.

Roe v. *The Mutual Loan Fund*, 19 Q. B. D. 347, is a case illustrative of the law of estoppel. The plaintiff gave a bill of sale on his furniture to the defendants to secure an advance. Before the payment of the first instalment due under the bill of sale the plaintiff filed a petition in bankruptcy, and in his statement of affairs returned the defendants as secured creditors. The defendants sold the furniture under their bill of sale, and the proceeds being insufficient to pay their debts, they