

until the plaintiff was compelled to pay, and did pay, the said pretented arrears, and a further sum for costs of the distress in order to regain possession of the goods, whereas in truth a small part only—to wit: £1 11s. 9d. of the pretended arrears was in arrear, whereby the plaintiff and his family were annoyed and disturbed in the peaceable possession of the premises.

*Held*, reversing the judgment of the Court of Exchequer that the count was bad after verdict. (Crompton, J., *dissentiente*.)

The course for the tenant to pursue under such circumstances is to tender the amount really due, and if it is refused proceed by replevin.

**C.P.** SIMPSON AND ANOTHER v. LAMB. Jan. 14.

*Principal and agent—Authority to sell, revocation of liability for work already done.*

Where an agent is employed to sell property for his principal and the principal revokes the authority before sale, whether or not, the agent is entitled to be remunerated for work already done, or expenses incurred, depends on the terms of the employment.

**Q.B.** FULTON v. WATERSON. Jan. 28.

*Bill of exchange—Endorsement.*

Where a party put his name on a bill at the instance of the drawer for the purpose of giving it currency, and afterwards took it up.

*Held*, that notwithstanding he never had possession of the bill until it had arrived at maturity he was not precluded from suing the acceptor.

**RE. C. AND W. DENNEHEY (Petitioners) v. HAMILTON (Respondent.)** Jan. 22.

*Practice—Attorney—Liability of country agent for negligence.*

The agent, (an attorney) in the country, of a Dublin attorney is liable to be made answerable, on a summary application by a plaintiff, for negligence or misconduct in the discharge of a duty undertaken by him in his professional capacity, even though he act gratuitously.

**Q.B.** WOOD v. BELL. Nov. 17, Jan. 12.

*Ship—Contract for building—Property—Bankruptcy—Special damage.*

A., a shipbuilder, contracted in March 1854, to build a ship for B., according to the specifications of B.'s agent, C., at a price to be paid by instalments on certain days; the first four instalments being independent of the progress of the ship, but the fifth and sixth, being only payable on the days specified for them, provided the ship were then in certain stages of progress. The building of the ship having been commenced, was carried on, under the superintendence of C., who, on B.'s behalf, from time to time objected to materials used, and caused others to be substituted and alterations to be made. The ship, shortly after her commencement, received a name from B., by which she was known by A. and his workmen, and B.'s name, together with the name of the ship, was by the direction of A. punched on her keel at the request of B.; this being done between the parties, to secure her to B. In November, 1854, B., having advanced sums of money to A., exceeding in the whole the price of the ship, requested A. to execute a deed of transfer to him of the ship and the materials prepared for her, but this A. refused to do, at the same time, however, admitting that the ship belonged to B. On the 11th December, 1854, A. became bankrupt, when his assignees took possession of the ship and materials, the ship being then

on the slip, unfinished and not having arrived at that state of progress which by the contract was a condition precedent to the fifth instalment becoming payable.

*Held*, that the intention of A. and B., as evidenced specially by the punching of B.'s name on the ship, and by the admission of A. that she belonged to B., was that the ship, although incomplete, should be B.'s property, and that the property had passed to him before the bankruptcy.

*Held, further*, that the property in the materials specifically prepared for the ship, had likewise passed to B.

*Held, lastly*, that B., in an action against the assignees for the ship and materials, or their value, was entitled also to recover special damage for their detention.

#### CHANCERY.

**C. of A.** OLLIVER v. KING. Feb. 14, 15, & 26.

*Fraudulent assignment—Statute 13 Eliz., chap. 5—Acquiescence of creditor.*

A debtor, with the knowledge of his creditor, made a voluntary settlement of a portion of his estate. The creditor became the executor of the debtor, whom he survived nine years, and during that time he took no steps to dispute the validity of the settlement.

*Held*, that the executors of the creditor were not entitled to set aside the settlement as fraudulent.

**CLARKE v. McNALLY.** Feb. 11 & 12.

*Champerly—Contract to advance money to carry on a suit.*

Money was advanced on the security of a bond with warrant to enter judgment thereon. The purpose to which the money was applied, was in carrying on a suit, by a person claiming a wife's share of her deceased alleged husband's property, and the bond was also to stand as a security for further money advances for the same purpose.

*Held*, that this contract was illegal on the ground of maintenance.

#### NOTICES OF NEW LAW BOOKS.

**COMMENTARIES ON THE CRIMINAL LAW:** by JOEL PRENTIS BISHOP, Author of "*Commentaries on the Law of Marriage and Divorce*."—Little, Brown & Co., Boston, U. S., 1856.

We are greatly pleased with this work; it is really an original production; the pains-taking author has well executed a most laborious task; with a vast amount of material to arrange, he has presented to the public a Commentary on the Criminal Law, in which "the truly practical and the truly scientific" are skilfully interlaced; with clearness and brevity has he treated his subject, giving so much and so much only of decided cases in England and the United States, as was necessary to elucidate the legal principles laid down. He has "explained a scientific matter, in a way to be intelligible to a man of business," and, while we are not prepared either to admit or deny some of the peculiar propositions advanced, we perceive in the book ample evidence, that the author "apprehends his particular topic," and has qualified himself by laborious research to speak with some confidence on the important subject he treats of.