

RECENT ENGLISH DECISIONS.

against the orders of the Speaker, gone through the form of taking and subscribing the oath prescribed by statute. But the Court of Appeal very properly affirmed the decision of the Queen's Bench Division that an oath taken by such a person and under such circumstances is not a compliance with the statute, and is in fact no oath at all. The rule laid down in the celebrated case of *Omichund v. Barker*, 1 Atk. 21, as to the necessary religious belief required in a person taking an oath, was approved and held applicable to a person required to take an oath under a statute, as well as to a witness required to give evidence in an action.

Brett, M.R., quotes with approval the words of Willes, C.J., in that case: "I am of opinion that such infidels as believe in a God, and that He will punish them if they swear falsely, may, and ought to be, admitted as witnesses in this, though a Christian country. And, on the other hand, I am clearly of opinion that such infidels (if any such there be) who either do not believe in a God, or if they do, do not think that He will either reward or punish them in this world, or the next, cannot be witnesses in any case, nor under any circumstances," and Cotton, L.J., at p. 707, says: "What is meant by 'make oath'? It must mean that which by the law of England is an oath. Parliament undoubtedly is speaking with reference to the well established law of England, and the law of England undoubtedly is this: That if a person is in the unhappy position of not believing in a Supreme Being, or not believing that there is a Supreme Being who will punish for the offence of telling an untruth—it is immaterial whether it is in this or a future world—then the person who is in that state does not, though he goes through the form of taking the oath, take that which the law of England recognizes as an oath."

OFFICER OF BOARD—CONCERNED OR INTERESTED IN ANY CONTRACT OR BARGAIN.

The next two cases, *Burgess v. Clark* (14 Q. B. D. 735), and *Todd v. Robinson*, 1b. p. 739, although involving the construction of statutes of merely local operation, may nevertheless be here briefly noted. In the former case it was held that a demise of rooms was a "bargain or contract;" and in the latter, that an officer who was a shareholder of a company which had a contract with the board of which he was an officer was interested in a bargain and contract, and that in both cases the defendants were consequently liable to the penalties imposed by statutes for having or being interested in bargains or contracts with the board of which they might be officers.

EXPROPRIATION OF LANDS—HOUSE INJURIOUSLY AFFECTED—SPECIAL VALUE AS A PUBLIC HOUSE—COMPENSATION.

We now come to the case of *Re Wadham and The North Eastern Railway Co.* (14 Q. B. D. 747), which was a case stated by an arbitrator for the opinion of the Court, in which the Court was asked to say whether or not, where roads are altered and stopped up by a railway company, they are bound to make compensation to the owners of the adjoining property, for the depreciation in the special value of the premises as an hotel and public house. The Divisional Court, consisting of Matthew and Day, JJ., held that the owners of the premises were entitled to compensation for the depreciation thus occasioned to the special value of the premises.

Matthew, J., who delivered the judgment of the Court, thus stated what he considered to be the result of the previous authorities. "I do not understand the learned judges to have intended to lay down more than this, viz: that you are not, in calculating the damage for injuriously affecting the premises, to take into account any special and exceptional value which the premises