

under the Statute of Frauds, s. 4 (R.S.O. c. 338, s. 5), and Laurence, J., held that it was, and the Court of Appeal (Williams, Moulton, and Buckley, L.JJ.) affirmed his decision.

CRIMINAL LAW—PLEADING—AUTREFOIS ACQUIT—NOT GUILTY—
DOUBLE PLEA.

The King v. Banks (1911) 2 K.B. 1095. This is a case in which a technicality was made to serve the purpose of effecting justice. The appellant and another person were charged upon a coroner's inquisition with the murder of a child; and the appellant was also charged alone upon an indictment with the manslaughter of the same child, to both of which the accused pleaded not guilty. Counsel for the prosecution offered no evidence on the charge of murder, and the jury, by the direction of the judge, found a verdict of not guilty upon that charge. Before the jury were sworn on the charge of manslaughter, the prisoner's counsel tendered a plea of autrefois acquit, which was received and on which the appellant was first tried, and by direction of the judge the jury found against the appellant on that plea; he was then tried on the plea of not guilty and was convicted. On appeal from this conviction counsel for the prisoner contended that as under the charge of murder his client could have been convicted of manslaughter, his acquittal on that charge was in effect an acquittal on the charge of manslaughter; but the Court of Criminal Appeal (Lord Alverstone, C.J., and Lawrance, Phillimore, Pickford and Hamilton, JJ.) rejected this argument and held that according to the rules of criminal appeal, a plea of autrefois acquit was not admissible after a plea of not guilty, and the Court doubted whether in any circumstances double pleas are admissible in criminal proceedings except by statutory authority. And it expressed no opinion as to whether the appellant was ever in peril of being convicted of manslaughter, inasmuch as there had been no trial of the facts, but this point was expressly left open for further consideration, should it arise hereafter.

ESTOPPEL—RES JUDICATA—ACTION UNDER AGREEMENT FOR RENT—
RECOVERY UNDER AGREEMENT—SECOND ACTION UNDER AGREEMENT—DEFENCE NO CONSIDERATION.

Cooke v. Rickman (1911) 2 K.B. 1125. In this case the principle laid down in *Humphries v. Humphries* (1910), 2 K.B. 531 (noted ante, vol. 46, pp. 443, 616), was invoked successfully. The plaintiff had sued the defendant in the High Court for rent due