wards made, or to contribute on the winding up of the company;" and the fact that the defendants had no notice of the special agreement between the plaintiff and his transferee, was held to exonerate them from liability for the special damage the plaintiff had sustained.

Master and servant—Negligence of servant hired to drive cart—Liability of hirer of.

The case of *Jones* v. *The Corporation of Liverpool* (14 Q. B. D. 890) was one in which the Court applied the rule laid down in the well-known case of *Quarman* v. *Burnett* (6 M. & W. 499). The action was brought to recover damages for injuries to the plaintiff's carriage, caused by the negligence of a driver of a water-cart employed to water the public streets. The water-cart belonged to the defendants, but the driver and horse were hired by the defendants from a Mrs. Dean. The Court (Grove and Manisty, J.J.,) held the case to be exactly covered by the decision in *Quarman* v. *Burnett*, and therefore that the defendants were not responsible for the driver's negligence. Grove, J., thought the distinction between hiring, and borrowing, another person's servant, might be this: "When a driver is hired the person from whom he is hired is bound to exercise due care in selecting a man of proper skill and conduct; but it is otherwise with the lender for no reward of a servant. The person who borrows takes him *cum onere*, and is liable for his negligence whilst in the borrower's employment."

Municipal office—Resignation of member elect.

The next case we come to, *The Queen* v. *Corporation of Wigan* (14 Q. B. D. 908), involves a question of municipal law, turning on the construction of the Imperial Statute 45 and 46 Vict. c. 50, s. 36, which provides as follows:—(1) A person elected to a corporate office may at any time, by writing signed by him and delivered to the town clerk, resign the office on payment of the fine provided for non-acceptance thereof. (2) In any such case the council shall forthwith declare the office to be vacant, and signify the same by notice in writing, signed by three members of the council and countersigned by the town clerk, and fixed in the town hall, and the office shall thereupon become vacant. A. W. Ackerley who had been elected a common councillor, had written a letter of resignation and given his cheque for the prescribed fine, which had not been cashed. Subsequently he applied to withdraw his resignation, and a resolution was passed by the council refusing to accept his resignation. A rule for a mandamus to the council to command them to declare Mr. Ackerley's seat vacant was granted, which, after argument before the Court (Matthew and Smith, J.J.), was made absolute. Matthew, J., said:—"In my judgment the resignation of Mr. Ackerley's office had been completed. The only conditions required for the resignation—that a writing signed by the officer should be delivered to the town clerk, and that the fine for non-acceptance should be paid—had been fulfilled, and by s. 36, after this has been done, the council are forthwith to declare the office to be vacant."

Municipal contract—Affixing seal after contract partly performed.

The case of *Meliss* v. *Shirley* (14 Q. B. D. 911), though turning to some extent on the construction of an Act of Parliament, we deem to be of importance as illustrating a general principle of the law of contracts with corporations. The Act in question required every contract made by an urban authority, whereof the value or amount exceeded £50, to be under seal. The defendants, an urban authority, by contract not under seal employed the plaintiffs as engineers to perform certain work. The plaintiffs performed part of the work exceeding £50, and then required defendants to affix their seal to