

plaintiff that the defendant had no authority to punish him for anything done outside of the school. The court (Laurance and Collins, JJ.) held that the authority delegated by a parent to a schoolmaster to inflict reasonable personal chastisement upon him is not limited to offences committed by the pupil upon the school premises, but extends to acts done by the pupil on his way to or from school.

NEGLIGENCE—SURVEYOR—MISREPRESENTATION—LIABILITY OF THIRD PERSON FOR INJURY CAUSED BY HIS MISREPRESENTATION—ACTION OF DECEIT.

*Le Lievere v. Gould*, (1893) 1 Q.B. 491, is an instance of the application of the doctrine of *Peck v. Derry*, 14 App. Cas. 337. The plaintiffs were mortgagees of the interests of a builder under a building agreement, and advanced money to him from time to time on the faith of certificates given by the defendant, a surveyor, that certain specified stages in the progress of the buildings had been reached. The defendant was not employed by the plaintiffs, and there was no contractual relation between them. Owing to the negligence of the defendant, but without any fraud on his part, the certificates given by him contained untrue statements as to the progress of the buildings, and the plaintiffs claimed to recover from him the moneys advanced on the faith of such erroneous statements. Wills and Collins, JJ., held that he was liable; but the Court of Appeal (Lord Esher, M.R., and Bowen and Smith, L.JJ.) were unanimous that the case was governed by *Peck v. Derry*, and that in the absence of proof of fraud in giving the certificates the action was not maintainable, and they were also agreed that the effect of *Peck v. Derry* is to overrule *Cann v. Wilson*, 39 Ch.D. 39.

TRESPASS—CHATTEL MORTGAGE—REMOVAL OF GOODS—TENDER AFTER DEFAULT—INJURY TO GOODS BY REMOVAL.

*Johnson v. Diprose*, (1893) 1 Q.B. 512, was an action for trespass to goods. The plaintiff had given the defendant a chattel mortgage, and having made default the defendant seized the chattels. Before removal the plaintiff tendered the amount due for principal, interest, and expenses; but the defendant refused to accept the money, and removed the goods. Damages were claimed for the alleged trespass in removing the goods at all, and also for injury caused to the goods by negligence in their removal. The