at B., and L. (the vendor) conspire together, and although no corn is delivered the agent signs a receipt, which L. presents to the plaintiff in the agent's presence, the agent standing by and saying nothing: thereupon the plaintiff pays the money.

Held, that under these circumstances the defendant is not liable to the plaintiff, for the misrepresentation of defendant's agent.

Q.B. GARDNER *v.* WALSH. *April* 23, *May* 24.

Promissory note, joint and several—Vitiation of, by subsequent addition of name of third party.

Where after a joint and several promissory note has been made by two persons, and handed to the payee, the addition of the name of a third party to the note will vitiate it, although such addition be no detriment to the other makers. *Cotton v. Simpson*, 8 A. & E. 186, overruled.

Q.B. HARRISON *v.* BUSH. *May* 7, 21.

Libel—Privileged communication—Bona fides of defendant.

The defendant, with others, having presented a memorial to the Secretary of State for the Home Department, setting out certain acts done by the plaintiff, and complaining of his conduct, and requesting his removal from the office of a Justice of the Peace,

Held, in an action of libel by the plaintiff against the defendant, that the jury having found *bona fides* that the communication was privileged, since being addressed to the Secretary of State it was virtually an address to her Majesty for the removal of the plaintiff from his office, and must be taken to be done *bonâ fide* with a view of obtaining redress; and that the memorial was properly addressed to the Secretary of State, he having a corresponding duty to perform in the matter.

H. of L. FLEEMING *v.* ORR. *April* 3.

Case—Owner of dog—Liability for damage—Scienter.

A foxhound belonging to F. went into O.'s field, and worried O.'s sheep. O. sued F. for the damage, but did not aver that the dog was of vicious propensities which were known to F., and that F. negligently allowed it to be at large.

Held, this allegation was essential to the right to recover. Blame can only attach to the owner of a dog when, after having ascertained that the animal has propensities not generally belonging to his race, he omits to take proper precautions to protect the public against the ill consequences of those anomalous habits.

C.C.R. R. *v.* FOSTER. *April* 28.

Uttering counterfeit coin—Evidence of guilty knowledge—Subsequent uttering of base coin of a different denomination—Improper reception of evidence.

Upon a charge of uttering counterfeit coin, in order to prove guilty knowledge evidence is admissible of the subsequent uttering by the prisoner of counterfeit coin of a different denomination.

The improper reception of evidence upon a criminal trial is not necessarily a ground for quashing the conviction, if the other evidence adduced be amply sufficient to sustain it.

Q.B. LIVINGSTON *v.* RALLI. *May* 30.

Agreement to refer to arbitration, breach of—Action.

Where there has been an agreement to refer differences to arbitration, an action will be for a subsequent refusal to refer. The doctrine that an agreement to refer is bad, because it ousts the Court of jurisdiction, is untenable if the promise be for a good consideration; for if applied, it ousts the Court of the power to enforce an action on an agreement, in which the promise is not unlawful, and the consideration valid. In this case there was a contract to deliver wheat, with the usual clause that any differences should be left to arbitration, &c., and it was held that, though the agreement to refer would be a bad plea, in bar of an action for breach of contract to deliver, the violation of it was a good ground of a substantive action.

Q.B. DEERCOURT *v.* CORBISHLEY. *June* 1,

Arrest—Justification of direction to—Private person—Constable—Breach of the Peace.

It is not actionable for a private individual to direct a constable to take a person into custody, which the constable accordingly does, where the circumstances are such as to justify the constable, although not the private individual himself, in arresting.

A constable may arrest any one for a breach of the peace committed in his presence, not merely to preserve the peace, but for the purposes of punishment.

Q.B. MOTLEE *v.* QUY. *June* 1.

Action for maliciously, and without probable cause, suing out a writ of summons and signing judgment for non-appearance, and arresting the plaintiff upon a ca. sa.—Legal damage.

No action lies for maliciously and without probable cause commencing an action, unless it be shewn that legal damage has been sustained; and where the declaration disclosed that the only damage arose from the plaintiff's own neglect in not appearing to the writ:—

Held, upon demurrer, that the declaration was bad, and the action could not be sustained.

EX. BARRETT *v.* MEREDETH. *June* 4.

Promissory note—Payable on demand—Demand previous to action.

A promissory note, payable on demand, does not require any demand to be made for payment of it previous to the bringing an action for the amount.

C.P. JONES *v.* ORCHARD. *June* 9, 11.

Illegal contract—Bail—Recognizance estreated for non-payment of prosecutor's costs. 5 & 6 Wm. & Mary, c. 11. *Implied indemnity.*

An indictment found against the defendant for conspiracy was removed into the Queen's Bench. The plaintiff had become the defendant's bail. The defendant not appearing, was convicted in his absence, and the recognizance estreated for non-payment of the prosecutor's costs, in consequence of which the plaintiff had to pay £40.

Held, that there was an implied contract on the part of the defendant to indemnify the plaintiff against this payment, and that plaintiff might recover the £40, under a count for money paid.

That supposing a contract by defendant to indemnify plaintiff against the consequence of defendant's not appearing pursuant to the recognizance to be illegal; (*semble* that it is), yet the court will not imply such contract.