

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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PRACTICE—SPECIAL LEAVE TO APPEAL—APPEAL IN FORMA PAUPERIS—PRIVY COUNCIL—STAY OF EXECUTION.

Quinlan v. Child (1900) A.C. 496, is a somewhat peculiar case. Quinlan had sued the defendant Child, who was Chief Justice of St. Lucia, for £500 damages, to which claim the defendant had filed a demurrer and defence with the result that the plaintiff was nonsuited by the acting Attorney-General sitting as a judge. The Court of Appeal for the Windward Islands dismissed an appeal of the plaintiff from that decision, but gave leave to appeal to the Queen in Council, but refused the appellant leave to prosecute his appeal in forma pauperis on the ground of want of jurisdiction. The appellant then applied to the Judicial Committee of the Privy Council for leave to prosecute his appeal against Child in forma pauperis, on the ground that he had not been able to obtain a fair hearing, and in consequence of all his property having been levied on under orders made by the respondent, he was totally without means. He also applied for leave to appeal from judgments rendered in two other cases against him by the said Child as Chief Justice, and also to stay execution under one of such judgments. The Committee granted leave to prosecute the first mentioned appeal in forma pauperis, and also gave leave to appeal in forma pauperis from the judgments in the other cases but held that they had no jurisdiction to stay the execution. The order was made ex parte and the appellant was warned that he must be prepared to meet any motion the respondent might see fit to make to rescind the order. The Committee probably was to some extent influenced by the fact that the integrity of a judge was in question.

VENDOR AND PURCHASER—TITLE OF VENDOR, THAT OF TRUSTEE WHO HAS PURCHASED FROM HIMSELF—BENEFICIARIES, CONSENT OF.

In *Williams v. Scott* (1900) A.C. 499, an appeal was had from the Supreme Court of New South Wales in an action by a purchaser to rescind a contract for the sale of land. The question at