
REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

**JUDGMENT CREDITOR—ISSUE OF EXECUTION AFTER DEBT PAID—
SEIZURE—ABSENCE OF MALICE—TRESPASS.**

Clissold v. Cratchley (1910) 1 K.B. 374. In this case the defendant had recovered a judgment against the plaintiff. The defendant's solicitor had an office in the country and also in London. A fi. fa. was issued by him from his London office in ignorance that the debt had been paid at his country office on the same day but shortly before the issue of the fi. fa. The writ endorsed to levy the amount of debt and costs was delivered to the sheriff and a seizure made when the solicitor was informed that the debt had been paid, and at once withdrew the writ. The defendant (the plaintiff in the present action) then brought this action against the solicitor and his client to recover damages for improperly levying execution after the judgment had been satisfied, or in the alternative for trespass. It was found that neither the solicitor or his client had acted maliciously. The County Court judge who tried the action held that the defendants were liable and gave judgment against them for £15; but the Divisional Court (Darling and Phillimore, JJ.), came to the conclusion that in the absence of malice the defendants were not liable, and dismissed the action.

**MASTER AND SERVANT—RIGHT TO TERMINATE EMPLOYMENT—
NOTICE.**

Re African Association and Allen (1910) 1 K.B. 396. This was a special case stated by arbitrators. By an agreement between the African Association and Allen made in May, 1907, the latter was employed by the association as their clerk or trade assistant in Africa, for two years, at a salary of £250 a year; provided that the association might at any time, at their absolute discretion, terminate the agreement at an earlier date if they desired to do so. Allen proceeded to Africa and entered on the employment and continued therein until September, 1907, when, without any previous notice, the association terminated the agreement, and the sole point stated for the opinion of the court was whether they could thus terminate the agreement without any prior notice; and the Divisional Court (Lord Alverstone, C.J.,