

in good faith, was illegal, and that therefore there had been no real hearing of the application on the merits, and the mandamus was granted as asked.

**JURISDICTION**—JUDGE OF INFERIOR COURT INVESTED WITH POWERS OF HIGH COURT.

*In re New Par Consols* (1898) 1 Q.B. 669, seems to have some bearing on a point recently discussed before the Queen's Bench Divisional Court of Ontario in *The Queen ex rel. Hall v. Gowanlock*. Under the English Winding-up Act it is provided that every Court having jurisdiction under that Act to wind up a company, shall have all the powers of the High Court. In the course of proceedings before a judge of a County Court under the Act he made an order of committal for disobedience of an order made by him in the winding-up proceedings. The present application was then made for a prohibition, on the ground that the provisions of certain rules of Court had not been complied with. But the Court of Appeal (Smith, Chitty and Collins, L.JJ.), held that such objections could only be raised by way of appeal, and that prohibition cannot be granted against a County Judge exercising the power of the High Court.

**CONTRACT**—ABANDONMENT—QUANTUM MERUIT—BUILDING ON DEFENDANT'S LAND—EVIDENCE OF NEW CONTRACT.

In *Sumpter v. Hedges* (1898) 1 Q.B. 673, the Court of Appeal (Smith, Chitty and Collins, L.JJ.) have followed the case of *Munro v. Butt* (1858) 8 E. & B. 738. The plaintiff had entered into a contract to build on the defendants' land certain buildings for a lump sum. After he had done part of the work he abandoned the contract, and the defendant thereupon completed the buildings. The action was brought for a quantum meruit, but the Court held that the action would not lie, there being no evidence of any new contract to pay for the same, and the retention of the buildings on his own land not affording any evidence from which any new contract could be presumed.