

RECENT ENGLISH DECISIONS.

the Judicature Act. The question was whether the plaintiff who had succeeded was entitled to recover full costs from the defendant, or merely pauper costs, *i.e.*, costs out of pocket and of witnesses, and the Court determined that only pauper costs were, under the Rules, now recoverable, although it had formerly been the practice in Chancery to award "dives' costs" in such a case.

Under our Rule 428 the whole question of costs seems to be left, subject to the exceptions mentioned in that Rule, to the discretion of the judge.

INTERPLEADER BY SHERIFF — MONEY PAID TO SHERIFF
UNDER PROTEST TO RELEASE GOODS.

The next case, *Smith v. Critchfield* (14 Q. B. D. 873), is a decision of the Court of Appeal on a question of interpleader law. A sheriff had seized, on a third person's land, certain goods as the property of the execution debtor; the person on whose land the goods were seized claimed them as his own, and under protest paid the amount to be levied to the sheriff in order to release the goods from execution, and the question was whether the sheriff could interplead as to the money so paid him, and whether he was entitled to protection from any action for trespass on the land on which the goods were seized.

Ord. 57, r. 1, provides "that relief by way of interpleader may be granted where the applicant is a sheriff or other officer charged with the execution of process by or under the authority of the High Court, and a claim is made to any money, goods, or chattels taken, or intended to be taken, in execution under any process, or to the proceeds or value of any such goods or chattels, by any person other than the person against whom the process issued. The Court held that the money in question came within the terms of 'money taken in execution,' and therefore that the sheriff was entitled to interplead in respect of it; and following *Winter v. Bartholomew*

(11 Ex. 704), the Court held that no substantial grievance beyond the entry and seizure of the goods having been sustained by the third party in respect of the trespass to the land, the sheriff was entitled to protection from action in respect of such trespass.

DAMAGES—NEGLECT OF COMPANY TO REGISTER
TRANSFER OF SHARES.

The next case which we come to is that of *Skinner v. The City of London Marine Insurance Corporation* (14 Q. B. D. 882), in which the plaintiff claimed to recover damages against the defendants for not registering a transfer of shares made by the plaintiff. The transfer on its face purported to be made in consideration of five shillings, but the transferee had agreed that the shares should be taken at their market value on the day of the registration of the transfer, in reduction of a debt due by the plaintiff to the transferee, but this agreement was not communicated to the defendants. For eighteen months the defendants wrongfully refused to register the transfer. In the meantime the value of the shares depreciated, and the plaintiff claimed to recover as damages the loss occasioned by the depreciation of the shares; but the Court held that the plaintiff was only entitled to nominal damages. Brett, M.R., held that the company were only liable to such damages as would result from an ordinary contract by a seller of registered shares of a company, and that contract he defined to be "that the seller shall execute a valid transfer of the shares and hand the same over to the transferee, and so do all that is necessary to enable the transferee to insist with the company on his right to be registered a member in respect of such shares;" and Baggallay, L.J., thus stated the damages which would probably be the result of such refusal to register: "The plaintiff, by reason of his name remaining on the register of members might become liable for calls after-