

RECENT ENGLISH DECISIONS.

Divisional Court, 17 Q. B. D. 658 (noted *ante* vol. 22, p. 396), affirming the right of the Attorney-General to claim a trial at bar in actions in which the Crown is interested, and holding that the Court is bound, on the Attorney-General waiving that right, to change the venue to any county wherein he elects to have the action tried.

PRINCIPAL AND AGENT—DIRECTORS—LIABILITY TO MAKE GOOD REPRESENTATION—MEASURE OF DAMAGES.

The case of *Fairbanks v. Humphreys*, 18 Q. B. D. 54, is another decision of the Court of Appeal, in which it was held that where the directors of a company induced an engineer, who was a creditor of the company, to go on with his work and to accept, in payment of his claim, debenture stock to the amount of £18,400 in lieu of cash, and issued certificates to him for the agreed amount of the stock, which certificates turned out to be valueless, owing to the fact that the directors had previously issued all the debenture stock the company were entitled to issue—the directors were personally liable to the creditor for the value of the stock so agreed to be accepted by him, on their implied representation that, they had authority to issue debenture stock which would be a valid security; and that under the circumstances (valid stock being worth its par value, and the company having become insolvent, so that the plaintiff could not recover anything from the company), the measure of damages was the par value of such stock. The rule of law applicable to the case is thus stated by Lord Esher, M.R., at p. 60:

Where a person, by asserting that he has the authority of the principal, induces another person to enter into any transaction which he would not have entered into but for that assertion, and the assertion turns out to be untrue, to the injury of the person to whom it is made, it must be taken that the person making it undertook that it was true, and he is liable personally for the damage that has occurred.

CERTIFICATE FOR COSTS—PROHIBITION.

In *The Queen v. The Judge of the City of London Court*, 18 Q. B. D. 10, a prohibition was granted under the following circumstances. A statute enabled the judge of an inferior court to award costs according to the higher scale, provided that he certified "that the action involved some novel or difficult point of law, or that the question litigated was of importance to some class or body of persons, or of general or pub-

lic interest." The judge certified "question of character; costs on higher scale." It was held that this was not a compliance with the statute, and a prohibition was awarded against enforcing payment of the costs.

EXECUTOR AND ADMINISTRATOR—SERVICES RENDERED TO ESTATE WHILE NO PERSONAL REPRESENTATIVE—RATIFICATION BY ADMINISTRATOR.

In *re Watson*, 18 Q. B. D. 116, the question arose as to how far a deceased person's estate was liable for services rendered by a solicitor in reference to the estate prior to the appointment of a personal representative. A Divisional Court (composed of A. L. Smith and Wills, JJ.), laid down the rule to be "that a person cannot bind an estate to pay for services rendered to it by him, unless he shows that some contractual relation in respect of those services existed between himself and some person having authority to bind the estate, or who subsequently obtained that authority." Wills, J., at p. 119, says:

The essential conditions are that there should be a contract with some person professing to act for the estate, that the contract should be for the benefit of the estate, and that the person in question should afterwards become administrator, and should, after being so appointed, have ratified the contract. Under these circumstances, the case comes within the principle of law, that a subsequent ratification of a contract by a person with authority to ratify it, relates back to, and supports the contract.

INDIAN OFFICER'S PENSION—EXECUTION—RECEIVER.

In *Lucas v. Harris*, 18 Q. B. D. 127, the Court of Appeal determined (overruling the Divisional Court), that the pension of an officer of her Majesty's forces, being by s. 141 of the Army Act 1881, made inalienable by the voluntary act of the person entitled to it, cannot be taken in execution, even though such pension be given solely in respect of past services, and the officer cannot again be called upon to serve; and therefore, an order appointing a receiver of such a pension was set aside.

TROVE—ESTOPPEL—WAREHOUSE RECEIPT.

The case of *Seton v. Laforce*, 18 Q. B. D. 139, turns upon the doctrine of estoppel by representation. Goods were in 1875 stored by brokers in a warehouse. The warehousemen issued a receipt stating on its face that it was "the only document issued by us as a legal symbol of these goods," and that after a named