

PRINCIPAL AND AGENT—AGENT, LIABILITY OF—WARRANT OF AUTHORITY OF AGENT—CROWN, SERVANT OF, CONTRACT BY.

In *Dunn v. Macdonald*, (1897) 1 Q.B. 555, the Court of Appeal (Lord Esher, M.R., and Lopes and Chitty, L.JJ.) affirms the decision of Charles, J. (1897) 1 Q.B. 401 (noted ante p. 350).

EXECUTION—INTERPLEADER—SALE OF GOODS IN INTERPLEADER PROCEEDINGS—PURCHASER, TITLE OF—(ONT RULES, 1151, 1557).

In *Goodlock v. Cousins*, (1897) 1 Q.B. 559, the Court of Appeal (Lord Esher, M.R., and Lopes and Chitty, L.JJ.) affirms the decision of Wills and Wright, JJ., noted ante p. 347. Goods were seized in execution and claimed by the present plaintiff; interpleader proceedings were instituted and the goods were sold, not under an order as stated in our former note, but by virtue of a statute, in consequence of the claimant failing to give security. After the sale the execution creditor admitted the present plaintiff's title to the goods. This action was against the purchaser at the sale, and was held not to be maintainable.

BUILDING CONTRACT—LIQUIDATED DAMAGES—PENALTIES FOR DELAY—EXTRAS.

*Dodd v. Churton*, (1897) 1 Q.B. 562, turns upon the proper construction of a building contract providing for the payment of liquidated damages for delay in completing the contract. In the course of the work extra work was ordered to be done which necessarily delayed the completion of the work under the contract, and the question was whether this had the effect of relieving the contractor from the stipulation as to damages. The County Court Judge before whom the action was tried decided this question affirmatively, and on appeal to a Divisional Court (Wills and Wright, JJ.) the Court was divided; an appeal was then had to the Court of Appeal (Lord Esher, M.R., and Lopes and Chitty, L.JJ.), and that Court upheld the County Court Judge's decision, the contractor not having in any way bound himself to complete the work according to the contract, notwithstanding the delay occasioned by the extra work.