

ant, and the plaintiff entered his premises to dine. A waiter took his overcoat from him, without being requested to do so, and hung it on a hook behind the plaintiff, and while the plaintiff was dining the coat disappeared. Charles and Wright, JJ., held that on this evidence the plaintiff was entitled to recover the value of his coat, on the ground that it established negligence on the part of the defendant as bailee of the coat. It was argued that the evidence did not establish a bailment. Charles, J., thought that, on the evidence, the jury might properly find that there was a bailment; but Wright, J., was of opinion that that point was not open, because it had not been taken at the trial.

EXECUTION CREDITOR—INTERPLEADER—PAYMENT INTO COURT OF VALUE OF GOODS BY CLAIMANT—SECOND SEIZURE OF SAME GOODS—ESTOPPEL.

In *Haddow v. Morton*, (1894) 1 Q.B. 95, certain goods seized in execution were claimed by a third party, who, under the provisions of a statute, paid the value of the goods into court to abide the result of the adjudication upon his claim. An interpleader issue was tried, and resulted in favour of the execution creditor, to whom the money in court was thereupon paid; this being insufficient to satisfy his claim in full, he directed the sheriff to make a second seizure of the goods, whereupon the former claimant again claimed them, and a second interpleader issue was directed, when it was held by Charles and Wright, JJ., that the execution creditor was estopped, by taking the money out of court, from thereafter disputing that, as against himself, the claimant was the owner of the goods. The reasoning of the court does not appear to be logically conclusive, although it may be considered, on the whole, that the result arrived at is fair and just.

JURISDICTION—"CAUSE OF ACTION."

*Northey Stone Co. v. Gidney*, (1894) 1 Q.B. 99, was an application for a prohibition to the judge of an inferior court on the ground that he had no jurisdiction to entertain the claim. Under a statute, the court of the district in which the cause of action in whole or in part arose was entitled to entertain the claim. The action was for goods sold and delivered, and it appeared the contract was made in Essex, but the payment of the price was to be made in Bath. The Court of Appeal (Lord