

appellant for selling adulterated goods, before two justices, who, having considered the complaint, granted a summons, but did not sign it; the respondent then procured another justice, who had not heard the complaint, to sign and issue the summons. The appellant appeared and objected to its validity, but the magistrate before whom it was returnable overruled the objection, and tried and convicted the appellant. Lord Coleridge, C.J., and Mathew, J., quashed the conviction on the ground that the summons was no summons at all, and that although in some cases the accused might be held to waive any objection to the validity of a summons by appearing on it, yet in the present case as the time limited by statute for commencing the prosecution had then expired, the appearance could not have that effect.

MISCHIEVOUS ANIMAL—ANIMAL FERÆ NATURÆ—LIABILITY OF OWNER—SCIENTER.

In *Filburn v. The People's Palace Co.*, 25 Q.B.D., 258, the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.) came to the conclusion that an elephant must be classed with lions and tigers and other ferocious animals; and that he who keeps one does so at his peril, and is liable for any damage done by it, though ignorant of its having any dangerous disposition.

BILL OF SALE—DESCRIPTION OF CHATTELS.

In *Hickley v. Greenwood*, 25 Q.B.D., 277, the sufficiency of a description of chattels in a bill of sale was in dispute; the chattels were described as "Roan horse, 'Drummer,' brown mare and foal; three rade carts." "Rades," we learn from Holliwell's Dictionary of Archaic and Provincial Words, cited by the reporter in a note, are, "the rails of a waggon." The Court (Cave and A. L. Smith, JJ.) held that in the absence of evidence showing that the description was not specific, it was sufficient.

FOREIGN JUDGMENT, ACTION ON—DEFENCE ALLEGING FRAUD—RE-TRIAL OF CASE ON ITS MERITS.

In *Vadala v. Lawes*, 25 Q.B.D., 310, the principle established by *Abonloff v. Openheimer*, 10, Q.B.D., 295, was reaffirmed by the Court of Appeal (Lindley and Bowen, L.JJ.), viz., that where an action is brought upon a foreign judgment, the defence may be raised that the judgment was obtained by the fraud of the plaintiff, even though the fraud alleged is such that it cannot be proved without re-trying the questions adjudicated upon by the foreign Court. The fraud alleged in this case was the action that the judgment was recovered in respect of certain bills of exchange which he alleged before the foreign Court to be commercial bills, whereas they were in fact given for gambling transactions.

SALVAGE—INEQUITABLE AGREEMENT.

Turning to the cases in the Probate Division, *The Mark Lane*, 15 P.D., 135, deserves a brief notice. The action was for salvage. The plaintiffs were the owners of a steamer, which fell in with another steamer on the Atlantic in distress. The master of the plaintiff's vessel agreed to tow the distressed vessel to Halifax for £5,000 if successful, or for a sum for the work done if not successful.