

under the Municipal Corporations Act of 1882. By s. 41 of that Act a person acting without being qualified liable to a fine not exceeding £50 for each offence, and by s. 73 the Act provides that every election under the Act not called in question within twelve months after the election is to be deemed to have been to all intents a good and valid election. The defendant, a lady, was elected as a member of the council, no proceedings were taken within the twelve months to set aside the election, and after the lapse of the twelve months the defendant acted and voted on five occasions as a member of the council. The action was brought to recover the penalties for so acting. The Court of Appeal (Lord Coleridge, C.J., Lord Esher, M.R., and Fry, L.J.), affirming the decision of Day, J., determined that s. 41 did not apply to elections of persons who were absolutely disqualified, but only to elections which possibly might be good, and that therefore it would not relieve a disqualified person from liability to the penalty under s. 41.

STATUTE—CONSTRUCTION OF STATUTE—RETROSPECTIVE EFFECT OF STATUTE.

In *re Williams & Stepney* (1891), 1 Q.B. 700, is a case upon the construction of a statute, in which the point was whether or not it was retrospective in its operation. By the Arbitration Act, 1889 (52 & 53 Vict., c. 49), s. 2, "a submission, unless a contrary intention is expressed therein, shall be deemed to include the provisions set forth in the first schedule to the Act," one of which is "that the costs of the reference and award shall be in the discretion of the arbitrators or umpire," and by s. 25, the Act "shall apply to any arbitration commenced after the commencement of this Act under an agreement or order made before the commencement of the Act" (i.e., before 1st January, 1890). The arbitration in this case was held after 1st January, 1890, under an agreement made before that date, which did not give power to award costs. The arbitrators nevertheless, acting under the Act, awarded costs. The Divisional Court (Mathew and Day, JJ.) were of opinion that s. 2 did not apply to submissions made before the Act, and that s. 25 merely applied to arbitrations under agreements made before the Act, to those provisions of the Act relating to the conduct of an arbitration, but could not be held to alter the contract of parties without their consent.

LANDLORD AND TENANT—FORCIBLE ENTRY—REMOVING ROOF OF HOUSE—INJURY BY LANDLORD TO TENANT'S FURNITURE—TRESPASS.

In *Jones v. Foley* (1891), 1 Q.B. 730, the plaintiff was tenant to the defendant of a cottage, and on the expiration of his tenancy had wrongfully refused to give up possession. The defendant was desirous of rebuilding the cottage, and while the plaintiff was still in occupation the defendant's workmen set to work without any personal violence to remove the roof, and in so doing portions of the roof fell on the plaintiff's furniture and injured it. The action was brought to recover damages for the injury to the furniture. The plaintiff had applied to justices for a warrant under the provisions of a statute, directed to a constable to give defendant possession after the expiration of twenty-one days from the date of the warrant. The twenty-one days had not expired when the proceedings to re-