

EX C      ANDERSON V. RADCLIFFE ET AL.      Feb. 8

*ChamPERTY—Attorney and client—Security for costs incurred distinguished from a purchase of the subject matter of the suit.*

After verdict and before judgment a plaintiff in ejectment assigned the subject matter of the suit to his attorney as a security for money advanced by the attorney for carrying on the suit and other purposes and for the amount due to him for his professional services. *Held*, (affirming the judgment of the Queen's Bench) that the assignment was not void as against public policy or by reason of any of the statutes against champerty and maintenance.

Q B.      CURRIE V. ANDERSON.      Feb. 7,

*Statute of frauds—Acceptance within sec. 17.*

Certain goods were purchased of the plaintiffs by the defendant and were by the defendant's order delivered on a certain ship together with other goods of the defendant which had been forwarded by the defendant to the plaintiffs. The bill of lading was made out according to the defendant's directions and delivered to him. After more than a year had elapsed the defendant returned the bill of lading to the plaintiffs and informed them that the goods were lost, requesting them at the same time to see after them, and stating his opinion that the master was liable.

*Held*, in an action to recover the price of the goods that there was here sufficient evidence to warrant the jury in finding that there had been an actual receipt and acceptance within section 17 of the statute of frauds.

Q B      BEACHEY V. BROWN.      Feb 15

*Contract—Promise of marriage—Plaintiff's engagement to another person.*

The existing engagement of the plaintiff to another person of which the defendant was ignorant at the time of an agreement by the plaintiff and defendant to marry is no defence to an action on the agreement.

Q. B.      REG. V. KNIGHT ET AL.      Feb. 26.

*Highway—Obstruction—Power of Gas Companies to lay down pipes.*

The members of a gas company having parliamentary powers to open streets for the purpose of public lighting, but having no similar powers for the purpose of conveying gas to private houses, are liable to be convicted for a nuisance in obstructing the highway, if they open the streets in order to lay down service pipes from the mains already laid down by them for public lighting to the houses of the adjacent inhabitants.

An inhabitant who directs such service pipes to be laid down to his house is also similarly liable.

Q B.      IN RE MARSACK V. WIBBER      Feb. 25

*Arbitration—Costs—Event of award.*

Where two parties agree to refer several disputes arising out of one matter to arbitration and that "the costs of the reference and award are to abide the event of the award," and the arbitrator decides some of the matters in dispute in favor of one party and some in favor of the other, there is no "event" of the award within the meaning of the agreement, and neither party is entitled to his costs.

EX.      WYATT V. WHITE.      Feb. 25.

*Malignant prosecution—Reasonable and probable cause—Search warrant—Direction to arrest person in whose custody goods are—Effect of.*

A direction in a search warrant to arrest the person in whose custody the goods alleged to be stolen are, consequent upon the warrant to search and the person procuring the warrant to be issued, is not responsible for an imprisonment under it if there was reasonable and probable cause for believing that the goods were stolen.

EX      BENNETT V. BAYES ET AL.      Feb. 25.

*Landlord and tenant—Distress for rent—Responsibility of agent of landlord for wrongful distress—Distress after tenor.*

The agents of a landlord for collecting his rent signed as such agents and delivered to a broker a warrant to distrain for rent in arrear. The tenant made a good tender of rent to one of the agents before the execution of the warrant which was refused and the goods distrained.

*Held*, that the agents were responsible in an action for such wrongful distress.

*Quere*, whether an agent for a landlord who directs a broker to distrain for a landlord is responsible if the distress becomes unlawful by the act of the broker.

Q B.      CHILDERS V. WOOLER ET AL.      Feb. 25.

*Sheriff—Execution against goods of wrong person.*

The attorney of an execution creditor in an action against W. F. caused a writ of *fi fa* to be issued against W. F. and endorsed on the writ. The defendant is a "blank" and resides at Redcar. The writ was delivered to the sheriff who executed it against W. F. who resided at Redcar and son of the real defendant W. F. who resided at Coatham near Redcar. The attorney and the sheriff both acted *bona fide*. *Held*, (*dissentiente* WIGHTMAN, J.) that the endorsement on the writ was the mere statement by the attorney of the execution creditor for the purpose of affording information to the sheriff and left him to his own discretion as to how he should act and that it was not a requirement to the sheriff which made him the agent of the attorney for the purpose of seizing the goods of W. F. the son.

Q. B.      ROUTLEDGE, APPELLANT V. HILTOP, RESPONDENT.      Jan. 26

*Master and servant.*

A servant in husbandry sued her master in the County Court, claiming damages on the ground that she having been hired for a year had been dismissed within the year without reasonable or probable cause, in which suit the decision was in favor of the master. She then applied to the justices of the Peace for an order upon her master to pay her her wages; claiming her wages for the whole year, on the ground that she had been dismissed without just cause.

*Held*, that the justices had no power to enquire into the merits of the case and adjudicate thereon, as the same question substantially had been already adjudicated on by a court of competent jurisdiction.

Q B.      RENWICK V. TIGHE      April 19

*Bill of exchange—Presentment—Notice of dishonor.*

The plaintiff, holder of a bill of exchange, having asked the acceptor on the last of the days of grace if he was going to pay the bill was told by him that the defendant the drawer would pay it, and that he had not a shilling. The plaintiff did not formally present the bill to the acceptor but sent the same day by post a notice to the defendant that the bill was not paid, which notice was addressed to the defendant at "Edward Street, Hampstead Road;" the defendant had a lodging at 28 Edward Street, but the notice never reached him. The bill was dated from "London" only.

*Held*, that there was no impediment to the action either for want of a sufficient presentment for payment or a sufficient notice of dishonor.

C. P.      BECK V. DENBIGH ET AL.      April 17.

*Trespass—Trover—Distress.*

If a landlord put in a distress and declare that he distrains and does really intend to distrain certain goods on the premises which are not by law distrainable—for this *alone* neither trespass nor trover will lie—the intention not constituting any cause of action. The ruling of the judge that inasmuch as the sale took place subsequently to the issuing of the writ no evidence of the sale could be given, held to be correct.