country who thoroughly understood the principles of law who would not have endorsed the course he took after having, like himself, mastered the whole of the circumstances.' Can we not utilise this Solon of the age? Can we not have a special Act of Parliament constituting his Lordship Lord Chancellor or Lord Chief Justice of England? At the risk, however, of being charged with legal incapacity by Lord Mayor Lawrence, we venture to tell him that there is not a man in the country who thoroughly understands the principles of law who does not condemn the course his Lordship took in the case of Clement Harwood. Were any circumstances known to the Lord Mayor that were not mentioned in open court? We trust not, for it would be a scandalous breach of magisterial duty to decide a case upon private information. All the facts that came before the public were, that Clement Harwood was guilty of forgery and theft, and that the Lord Mayor dismissed the case. His Lordship now avows that he is perfectly satisfied with that result. We hope that he is an exception, and that his aldermanic brethern do not agree with him; for if so, we should earnestly advocate the immediate appointment of stipendary magistrates for the City of London. In the event of a vulgar forger or thief being brought before the present occupant of the Mansion House, we wonder, if the prisoner cited the case of Clement Harwood, whether his Lordship's mental satisfaction would be disturbed. —*The Law Journal.*

CONTRACTS ENTERED INTO ON FAITH OF ANOTHER'S REPRESENTATIONS.

Skidmore v, *Bradford*, V.C.S., 17 W. R. 1056.

The distinction between a mere voluntary promise or *nudum pactum* that will not support an action and a promise, upon the faith of which another does some act or enters into some engagement, was considered by Lord Erskine, in *Crosbie* v. *McDoual*, 13 Ves. 148, which was followed in *Skidmore* v. *Bradford*. In *Crosbie* v. *McDoual* A. promised to purchase a house for B., but requested B. to enter into the contract of purchase in her own name. B. did so, and the obligation thus incurred by her on the faith of A.'s promise was held to imply a promise to reimburse B. any part of the purchase-money she might be called upon to pay. And this promise A.'s assets, after his death, were held liable to make good.

Skidmore v. *Bradford* was exactly the same case. The testator purchased a warehouse for his nephew, paid part of the purchase-money, and induced his nephew to render himself liable to pay the rest. Having incurred this obligation on the faith of the representation of the testator that he would pay the rest, the nephew was held entitled to have the balance paid out of the testator's assets. As Lord Erskine pointed out long ago, the Statute of Frauds did not touch the case. It was not an engagement to answer for the debt of the nephew, but it was a debt incurred by the nephew on the faith that the testator would see it paid.

It would seem that any representation on the faith of which a liability is incurred may give the person incurring the liability the right to have the representation made good: *Hammersley* v. *De Biel*, 12 Cl. & F. 45. But a mere volunteer cannot require an act of bounty commenced by a testator to be completed by his executors; in order to do so, he must, at the request of the testator, have placed himself in the position of liability from which he asks to be released at the testator's expense. This distinction is essential.—*Solicitors' Journal.*

"ORDINARY" OR "PERSONAL" LUGGAGE—LIABILITY OF R. R. Co.

Hudston v. *Midland Railway Co.*, Q. B., 17 W. R. 705.

This is a case where the question, what is personal luggage? has again been raised. The defendants' private Act allowed passengers to carry a certain weight of "ordinary luggage" (called in their regulations "personal" luggage) free of charge. The plaintiff brought to the defendants' station a "spring horse," an improved kind of rocking horse. The defendants refused to allow him to carry it as personal or ordinary luggage, and compelled him to pay for its carriage as merchandize.

The plaintiff endeavoured in a county court to recover damages from the defendants for refusing to take this spring horse. The county court judge held that the spring horse was not personal or ordinary luggage, and decided in favour of the defendants, and this decision was affirmed by the Court of Queen's Bench.

The question what is personal luggage has often arisen before, and there have been a good many decisions upon the subject.

Papers and bank-notes carried by an attorney for use in causes in which he was professionally engaged, *Phelps* v. *London & North Western Railway Co.*, 13 W. R. 782, and the sketches of an artist, *Mytton* v. *The Midland Railway Co.*, 7 W. R. 737, have been held not to be "ordinary luggage." So also it has been decided that a box containing only merchandize, *Cahill* v. *London and North Western Railway Co.*, 9 W. R. 391, and a number of ivory handles packed up with personal luggage, *The Great Northern Railway Co.* v. *Shepherd*, 21 L. J. Ex. 114, 286, are not personal luggage.

These are not the only decisions on the point, but they are the cases that are most frequently referred to. In none of these cases is there any satisfactory definition of either "personal" luggage or "ordinary" luggage; indeed it is perhaps impossible to define what may be fairly considered as comprised by those terms.