

mon a jury, as the time for doing so would elapse before an appeal from the Master's order could be heard. The company, however, appealed from the Master's order and was successful, and the claimant then appealed to the Court of Appeal, contending that by issuing the warrant for a jury the company had precluded itself from going on with its application for a trial, and also on the ground that the Master had only jurisdiction to exercise powers conferred on the judges by the Judicature Act, and that the power to order a trial in such cases was given not by the Judicature Act but by the Railway Act, and that the Judge's order was therefore an original order and made too late. But the Court of Appeal (Lord Esher, M.R., and Lopes and Chitty, L.JJ.) considered that the Judicature Act had vested in the High Court *inter alia* the jurisdiction which at the passing of the Act was capable of being exercised by any judge under any statute (see a similar provision in Ont. Jud. Act, 1895 (58 Vict., c. 12, sec. 37), and, therefore, that such statutory jurisdiction was now capable of being exercised by the Master, furthermore that the time when the Master decided the case must be taken as the time when the Judge's order took effect, and therefore that it was in time, and rendered the warrant to the sheriff subsequently issued of no effect.

MUNICIPAL AUTHORITY—REFUSAL TO APPROVE BUILDING PLANS—MANDAMUS—ACTION FOR MANDAMUS—PREROGATIVE WRIT OF MANDAMUS.

In *Smith v. Chorley*, (1897) 1 Q.B. 678, the Court of Appeal (Lord Esher, M.R., Lopes and Chitty, L.JJ.), has affirmed the judgment of Kennedy, J. (1897), 1 Q.B. 532, noted ante p. 424.

CONTRACT—MEMORANDUM IN WRITING—NAMES OF PARTIES—ADDRESS ON ENVELOPE—LETTER AND ENVELOPE ENCLOSING TAKEN AS ONE DOCUMENT—STATUTE OF FRAUDS (29 CAR. 2, C. 3), S. 4.

*Pearce v. Gardner*, (1897) 1 Q.B. 688, is another contribution towards the exposition of the Statute of Frauds. In this case it is held by the Court of Appeal (Lord Esher, M.R., and Lopes and Chitty, L.JJ.), that the name of one of the contracting parties on an envelope enclosing a letter embody-