

RECENT ENGLISH DECISIONS.

whether the defendant is entitled to notice on the facts alleged or proved by the plaintiff, would clearly be for the judge alone. But where it does not appear by the plaintiff's pleading or evidence that the defendant is sued for anything done under circumstances entitling him to notice, but the question depends on a disputed question of fact as to whether or not the defendant in doing the act complained of was in fact acting in his public capacity, or in the *bona fide* belief that he was authorized to do as he did by any statute entitling him to notice; then that question of fact must be submitted to the jury subject to the limitation laid down in *Chamberlain v. King, supra*, viz., that in determining the question of a defendant's belief, they are not to be influenced by the consideration whether he had reasonable grounds for it or not.

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The Law Reports for October comprise 15 Q. B. D. pp. 401-440, and 29 Chy. D. pp. 893-1,017.

SIX MONTHS' NOTICE—HALF-YEAR'S NOTICE.

Taking up the Queen's Bench Division cases first, the first case to be noted is that of *Barlow v. Teal*, 15 Q. B. D. 403, in which a Divisional Court, composed of Coleridge, C.J., and Field, J., held that an agreement to terminate a tenancy from year to year upon a six month's notice being given, is not equivalent to an agreement for a half-year's notice. Most people ignorant of law would no doubt conclude that six months and half a year are convertible terms; but, owing to the inequalities in the lengths of the calendar months, this is clearly not the case—six calendar months frequently comprise only 181 days, and in some cases they include as many as 184 days.

SOLICITOR AND CLIENT—TAXATION—UNUSUAL PROCEEDINGS.

In the case of *In re Broad v. Broad*, 15 Q. B. D. 420, the Court of Appeal affirm the decision of the Divisional Court, 15 Q. B. D. 252, noted *ante*.

SECURITY FOR COSTS—DEPENDANT OUT OF JURISDICTION—COUNTER-CLAIM.

Sykes v. Sacerdoti, 15 Q. B. D. 423, is a decision of the Court of Appeal affirming a decision of the Divisional Court (Grove and Denman, JJ.) on a question of practice. The plaintiff in the action obtained leave to sign judgment for part of his claim, and leave was given to the defendant to defend as to the residue. The defendant, who was resident out of the jurisdiction, filed a counter-claim. The plaintiff then applied for leave to discontinue the action as to the residue of his claim and to stay proceedings on the defendant's counter-claim until he should give security for costs. An order was made on these terms which was afterwards affirmed by the Divisional Court, and which the Court of Appeal now affirm. The Master of the Rolls says: "When a claim and counter-claim arise out of different matters, the counter-claim is really a cross action, though for convenience of procedure the two are joined together. . . . In such a case the ordinary rule applies, and the Court is entitled to require the defendant, who is really an actor as regards the counter-claim to give security, if he is out of jurisdiction, for the costs which will be occasioned to the plaintiff by his counter-claim."

AGREEMENT TO APPOINT VALUERS—ARBITRATION—MAKING SUBMISSION RULE OF COURT.

The next case of *Re Dawdy*, 15 Q. B. D. 426, is a decision of the Court of Appeal affirming the opinion of a Divisional Court, composed of Coleridge, C. J. and Mathew, J. By an agreement between landlord and tenant it was provided that the tenant should be paid, at the expiration of the tenancy, the usual and customary valuation as between outgoing and incoming tenant in the same manner as he paid on entering the premises. And it was thereby agreed that when any valuation of the covenants should be made, the persons making the valuation should take into consideration the state, condition and usage of the farm; if not left in a proper and creditable state, should state what sum of money should be paid to the landlord as compensation therefor, and should deduct such sum from the amount of the valuation. On the expiration of the tenancy, there being no incoming tenant, the landlord and tenant respectively ap-