referred to arbitration, and that the defendant was ready and willing to refer, was bad; as by the policy, the reference to arbitration was not made made a condition precedent to the right of action.

EX. COLLINS v. CAVE. *Feb.* 12.

Action—Deceit—Fraudulent representation—Fraudulent suppression of evidence—Fraudulent to induce third party to sue plaintiff—Remoteness of damage.

The declaration stated that the plaintiff and defendant and one C., had entered into a joint speculation in certain shares, C. advancing the money, and the plaintiff and defendant being indebted to him, each in a third. That afterwards, C. was desirous of withdrawing from the adventure, and the defendant offered to take the whole of it upon himself; that the plaintiff consented to abandon his interest to the defendant, and that C, agreed to accept the defendant as his debtor in respect of the plaintiff's share, and in the place of the plaintiff; and that the plaintiff had given up his share to the defendant, and was thereby released. That the defendant was the only witness to prove the agreement, and that he did, maliciously and wrongfully, to induce C. to sue the plaintiff, and to believe that no such agreement was made, and to deter the plaintiff from calling him as a witness, and to destroy his credit, write a letter, purporting to be a letter to the plaintiff, but directed and sent to C., by reason whereof, C. brought an action against the present plaintiff, and that it was referred to a barrister, on the terms that neither party should be called as a witness, and that the arbitrator made his award against the plaintiff.

Held, that the declaration disclosed no cause of action.

Q. B. MILLS v. CATTLING *April* 28.

Conditions of sale—Action to recover deposit—Void condition.

Property put up to auction, was described as "well-secured, improved, leasehold ground-rents" one of the conditions provided, that no objection should be taken by the purchaser on the ground that there was no reversion, in the vendor; it turned out that there was no such reversion, the vendor having parted with all his interest, which was leasehold only.

Held, in an action by the purchaser to recover back his deposit, on the ground that the vendor, having no reversion, could not make a good title, that this objection was precluded by the condition, and that the condition was not void.

EX. COWARD v. BADDELY. *April* 29.

Assault and battery—What is a battery—Touching without hostile intentions.

The plaintiff pulled the arm of the defendant, the Superintendent of a fire brigade, the moment the latter was engaged in directing the hose of the engine against a fire, for the purpose of calling his attention to an observation with respect to the effect of the water upon the flames. The defendant gave the plaintiff into the custody of a police constable, who was present, for an assault, who conveyed the plaintiff to a police station, where he was confined during that night. In an action for false imprisonment, the defendant justified under the Metropolitan Police Act.

Held, that the pulling of the defendant's arm, being without any hostile intention, the defendant could not justify the giving of the plaintiff into custody.

EX. GRINHAM v. WILLY. *April* 20.

False imprisonment—Signing charge sheet—Statement to police constable.

The defendant, who had been robbed of his watch, gave a truthful narrative of the facts to a police constable, who, of his own motion, arrested the plaintiff upon suspicion, and requested the defendant to accompany him to the police station, and when there, required him to sign the charge sheet, which he did.

Held, in an action for false imprisonment, that there was no evidence of the defendant having given the plaintiff into custody.

B. R. REGINA v. MORGAN. *April* 30.

30 & 40 Geo. III., ch. 99—Common informer.

The penalties imposed by sections 6 and 26 of the Pawnbrokers Act, for not stating truly upon the ticket the sum advanced, may be enforced by a common informer.

EX. STILLWELL v. RUCK. *April* 21. *May* 5.

Inspection of books under 14 & 15 Vic., ch. 99—Costs of application and inspection.

Where there was an application to inspect books under 14 & 15 Vic. ch. 99, and the order was granted, it was argued that according to the rule laid down in Gray on costs, the costs of the inspection must be borne by the party seeking it, but that the costs of the application, were costs in the cause.

Held, that there was no such general rule, and that it was in the discretion of the court to make its order as to the costs.

EX. C. *May* 13.

GARTON v. THE GREAT WESTERN RAILWAY COMPANY.

Notice of action, when necessary—Pleading—Action for a matter done in pursuance of Statute.

The Incorporation Act of the Great Western Railway enacts, that no action shall be brought for anything done in pursuance of the Act, without previous notice to the intended defendant.

In an action against the company for money had and received, and on accounts stated, issue was joined upon a plea, that the cause of action accrued after the Act came into operation, and that no notice was given, pursuant to the statute.

Held, after verdict for the company upon this issue, that the plea was bad for not shewing by averment, that notice was required, and that the action was brought for a matter done or omitted in pursuance of the Act; and that judgment must be reversed.

EX. C. HENDERSON v. BROOMHEAD *May* 18.

Libel—Affidavit made in the course of a judicial proceeding, reflecting upon one not a party to the cause—Malice—Action.

No action lies for defamatory words written or spoken in giving evidence in a judicial proceeding; and it is so, although it is a stanger to the cause, who seeks damages for matter in such manner falsely and maliciously spoken or written of him, and whether the matter be relavent or not.

The defendant, in support of a summons for particulars of goods sought to be recovered from her, in an action by W., made an affidavit, reflecting upon the present plaintiff. At the trial of the present action, for alleged libel contained in that affidavit, it was proposed to give evidence for the plaintiff, for the purpose of establishing his cause of action, that the matter contained in the affidavit, was false within the knowledge of the defendant; but the judge directed the jury, that such evidence was inadmissable for that purpose, and that such matter was not a legal subject matter of this action.

Held, that the direction was right.

C. P. MALTASS v. SIDDLE *May* 3.

Bill of exchange—Notice of dishonor.

Where an accommodation bill was drawn by certain members of a company, as agents of such company, on the company, and accepted by the same members as such agents, and was indorsed to another member of the company, without value, who, at the request of the parties finding the money, again indorsed it.

Held. that such indoser was entitled to notice of dishonor, from the subsequent indorsee.

C. C. R. REGINA v. HARRIET WEBSTER. *May* 7.

Perjury—Indictment, form of—Want of certainty.

An indictment for perjury, stated that a cause was pending in the County Court, in which A. and B. were plaintiffs and C. de-