

RECENT ENGLISH DECISIONS.

that the title is not one that may, since 8 & 9 Vict. c. 106, be honestly bought in the hope that no such defence will be raised by the person in possession.' The case is also interesting for the remarks of Denman, J., upon the effect of the receipt of rents and profits for the statutory period by a person who has held himself out as not being in possession for himself, but for the heirs of a deceased person, whoever they may be. On this point, speaking of the plaintiff's possession, he says, at p. 500:

"Until a period long within twelve years of the deed of December, 1880, he regularly paid the rents into an account, not his own, and took receipts for outgoings, not in his own name, and disclaimed altogether any intention of dealing with the property as his own. I think, therefore, there was nothing to prevent the possession of the tenants from enuring to the benefit of the heirs-at-law, or to make the taking of the rents and profits (professedly not for his own benefit but for theirs) a possession in the plaintiff, for the purposes of the Statute of Limitations."

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

In *Barlow v. Teal*, 15 Q. B. D. 501, the Court of Appeal affirmed the decision of the Divisional Court, noted *ante*, p. 372.

ESTOPPEL—RES JUDICATA—PRAYER FOR FURTHER AND OTHER RELIEF.

The only other case in the Queen's Bench Division which seems necessary to be noticed is that of *Serrao v. Noel*, 15 Q. B. D. 549, which is a decision of the Court of Appeal, reversing the judgment of Grove, J. The facts of the case were as follow: In March, 1881, the plaintiff handed to one Bird, a broker, shares in a mining company, with a transfer signed (a blank being left for the name of the transferee) for the purpose of sale. Bird died, and it was then discovered that he had, without the knowledge or authority of the plaintiff, lodged the shares with the defendant's firm as security for an advance. The plaintiff, having received notice from the company of their being about to register the shares in the name of the defendant, commenced an action in the Chancery Division to restrain the company and the defendant's firm from parting with the shares, and from registering the defendant as transferee, concluding with the usual prayer for "such further or other relief as the nature of the case might require." On the 23rd Feb-

ruary, 1882, the defendants in that action consented to an order for the delivering up of the shares to the plaintiff forthwith. The order directed that "upon delivery of the deed or form of transfer and the securities representing the same, and upon payment of costs to the plaintiff and the mining company, all proceedings in the said Chancery action should be stayed." The shares were not delivered up until the 28th April, 1882, and were then sold at a considerable loss. The plaintiff then commenced the present action to recover damages for their detention. The jury found that the plaintiff did not authorize Bird to pledge the shares for his own debt, or lend them to him for that purpose, and Grove, J., gave judgment in favour of the plaintiff, but the Court of Appeal held that the plaintiff was estopped by the consent order made in the Chancery action on the 23rd February, 1882, from recovering in this action damages for the detention, and that the defendant was not responsible for the detention of the shares by the company after the date of the consent order. Brett, M.R., says:

"Grove, J., seems to have supposed inadvertently that the Court of Chancery still exists, being represented by the Chancery Division. It is true that there are two divisions—the Queen's Bench Division and the Chancery Division—but they are divisions of one Court, and that Court administers one law. The former action was brought in the Chancery Division of the High Court, and the present claim might have been maintained in that action. The plaintiff might have been entitled to several remedies; but they could have been all combined and made available in one action."

Speaking as to the question of damages for detention after the making of the consent order he says:

"After the making of that order the mining company was no longer the agent of the defendant; the order was made against the company; the shares were kept back by the company on its own account, and not by the defendant; the remedy is against the company, for there has been no disobedience by the defendant."

COSTS—AGENCY CHARGES—CHARGES FOR COUNSEL FEES NOT YET PAID.

The first case in the Chancery Division is *In re Nelson*, 30 Chy. D. 1, a decision of the Court of Appeal affirming Pearson, J. An application was made by a country solicitor to