

their having proved their claim with and purchased the assets of the partnership from the assignee thereof under an assignment for the benefit of creditors, in which it was recited that the other was the only person composing the firm, and that the defendant had relied and acted upon their conduct and election, and they were therefore estopped from suing him as a partner.

Held, that, even if there was evidence that the defendant had acted in any way by reason of the plaintiffs' action, no estoppel arose, because the plaintiffs did nothing showing an election not to look to him, and he had no right to assume an election from what they did, nor to act as if such an election had been made. *Ray v. Isbister*, Street, J., Jan. 4, 1894.

*Trespass—Arrest and imprisonment before indorsement of warrant—
Detention—Subsequent indorsement—Damages—Measure of.*

A warrant for the arrest of the plaintiff, who had made default in paying a fine under a summary conviction for an offence against the Liquor License Act, was sent from the county of Oxford to be executed in the city of Toronto. The plaintiff was arrested and imprisoned, professedly under the warrant, by peace officers of the city of Toronto, before it was indorsed by a magistrate for the city. Some hours after the arrest the warrant was indorsed. In an action for trespass, false arrest, etc., MacMahon, J., charged the jury that the only damages they could take into consideration were for the time between the arrest and the indorsement of the warrant, and that the subsequent detention was legal.

Held, that the officers who arrested the plaintiff were liable in trespass down to the time when the warrant was indorsed, and the damages were rightly limited according to the charge. *Southwick v. Hare*, Chancery division, Feb. 15, 1894.

*Negligence—Landlord and tenant—Fall of verandah—Injury to
daughter of lessee—Covenant to repair.*

Where one had leased premises and had covenanted with the lessor to keep them in repair, and his daughter, living with him