

of it." The deed purported to be signed, sealed, and delivered by the directors in the ordinary course of business, and if that did not make it binding upon the defendants, it is difficult to see what would have that effect. On the second point, viz., whether the broker had any implied authority to cancel the deed, so as to relieve the defendants from liability under it, the House also decided in favour of the plaintiffs. There was not so much difference of opinion on this question. Four out of the five judges who delivered opinions in this case thought that the brokers cancellation of the policy without express authority from his principals did not release the defendants: in other words that an agent, to make a contract, has no implied authority to rescind it after it has been duly made by him. Willes, J., took a somewhat different view, holding that the transaction between the broker and the defendants was never completed and that the cancellation must be regarded as part and parcel of that transaction. The Lord Chancellor and Lord Cranworth followed on this point the opinion expressed by the majority of the judges.

SPECIAL CONSTABLES.

The Government (of England) have issued two circulars with reference to the employment of special constables, one of which purports to give instruction to special constables as to the discharge of their duties, the other to prescribe the plan for their organization. The first circular states in the following terms the legal powers and duties of constables for suppressing and preventing riots and disturbances of the peace:—

"Every constable is called upon by the common law to do all that in him lies for the suppression of riot, and each has authority to command all other subjects of the Queen to assist him in that undertaking.

"In cases of breaches of the peace, as riots, affrays, assaults, and the like, committed within the view of the constable, he should immediately interfere (first giving notice of his office, if it be not already known), separate the combatants, and prevent others from joining in the affray. If the riot, &c., be of a serious nature, or if the offenders do not immediately desist, he should take them into custody, securing also the principal instigators of the tumult, and doing everything in his power to restore quiet.

"He may arrest any one assaulting or opposing him in the execution of his duty.

"When a breach of the peace is likely to take place, as when persons are openly preparing to fight, the constable should take the parties concerned into custody.

"If a party threaten another with immediate personal violence, or offer to strike, the constable should interfere and prevent a breach of the peace. If one draw a weapon upon another, attempting to strike, the constable should take him into custody.

"It is provided by law that every special constable shall have, exercise, and enjoy, not only within the parish or place for which he shall have been appointed, but also throughout the entire

county for which the magistrate who appointed him is justice of the peace, all such powers, authorities, and advantages, and be liable to all such duties and responsibilities, as any constable within his constableness by virtue of the common law, or by any statute or statutes."—*Solicitors' Journal*.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

PUBLIC HIGHWAY—RIGHT OF CROWN TO GRANT—LIABILITY OF PATENTERS AND THEIR GRANTEES FOR NON-REPAIR.—Grantees of the Crown, of public highways, are indictable at the suit of the public for default in repairing such highways, although they are also liable to the Crown for the breach of their covenant to that effect contained in the patent; and this liability follows and accompanies the transfer of the property, so as to make the purchaser of part and mortgagee of the residue also indictable for the same cause, although it has been expressly agreed between grantor and grantee that the former shall and the latter shall not be bound to repair.

Semle, that an agreement by the Crown that the grantee should not be liable to repair, could not, with the grant of the tolls, have relieved them from the public duty of necessary repairs.

The patent, in this case, granted a certain public toll-bridge, with a planked and macadamized toll-road, together with all toll-gates on said road or bridge, "and now vested in us, and the tolls arising from said bridge and road, on certain conditions contained, &c.:" *Held*, that the patent was not *ultra vires*, but passed the soil and freehold and the right and franchise of taking tolls thereon and in respect thereof, and that the road was not at the time when, &c., a Government work, to be repaired by Government, but by defendants.

Held, also, that to maintain the indictment against defendants, it was not necessary that the Government Engineer should first have condemned the road by certificate.—*Regina v. Mills et al.*, 17 U. C. C. P. 654.

PRINCIPAL AND AGENT.—A. had authority to collect rent, and to contract for the sale of property, and to receive the down payments.

Held, that such authority did not entitle him to receive payments on a mortgage given for unpaid purchase money.

Where such an agent had at one time, without authority, received some payments on such mortgage, which the principal did not publicly repudiate, and another mortgagor who did not appear to have had notice of these payments, made a