

found useful for the discussion it contains as to the ground of disqualification of justices on the score of interest or bias. The grounds of disqualification assigned were: (1) that Mr. Farrant had acted as medical attendant of one of the parties assaulted; (2) that he had advised a settlement; (3) that he had offered to bet that the case would be dismissed by the magistrates; (4) and that he would be required as a witness. The first and second grounds assigned were held not to constitute any disqualification; the third ground was also held to be no disqualification, though if he had actually made the bet, it was held that he would have had a pecuniary interest which would have disqualified him. The fourth ground was held also to be no disqualification, but a matter within the discretion of the magistrate. The mere fact that a judge is subpoenaed as a witness it was held could not on principle disqualify him from acting, otherwise a door would be opened which might enable parties to indefinitely postpone the trial of cases.

PRACTICE—CONTEMPT OF COURT—ABUSIVE LANGUAGE AND THREATENING GESTURES TO SOLICITOR AFTER HEARING OF APPLICATION IN CHAMBERS.

*In re Johnson*, 20 Q. B. D. 68, was an appeal by a solicitor from an order of Kekewich, J., committing him for contempt of court. The contempt consisted in abusive language addressed by the appellant to another solicitor in reference to an application to a judge in chambers. The abusive expressions were accompanied by threatening gestures, and were used by the appellant towards the other solicitor while in the passages leading to the exit from the court. The Court of Appeal held that the order had been rightly made, and dismissed the appeal.

DAMAGES—BREACH OF WARRANTY—SUB-SALE—COSTS OF DEFENDING ACTION BY SUB-VEENDEE FOR BREACH OF WARRANTY.

The sole point in question in *Hammond v. Bussey*, 20 Q. B. D. 79, was the right of the plaintiffs, who brought the action for a breach of warranty, to recover as part of their damages the costs incurred by them in defending an action brought against them by certain sub-veendees to whom they had sold the goods with a similar warranty to that of defendant. The defendant was notified of this action, and claimed that the goods were according to contract, the present plaintiffs therefore defended the action and were defeated. The present defendant submitted to pay the damages recovered in that action, but contended he was not liable for the costs. The Court of Appeal (Lord Esher, M.R., Bowen and Fry, LL.J.) affirming Field, J., held that he was. These costs it was considered might reasonably be supposed to have been a part of the damages in the contemplation of the parties as the probable result of a breach of the contract, within the rule laid down in *Hadley v. Baxendale*, 9 Ex. 341.

SHERIFF—UNDER-SHERIFF—VACANCY OF SHRIEVALTY—LIABILITY OF UNDER-SHERIFF FOR PROCEEDS OF EXECUTION—3 GEO. I. C. 15, S. 8 (R. S. O. C. 16, S. 43).

*The Gloucestershire Banking Co. v. Edwards*, 20 Q. B. D. 107, was an action brought by an execution creditor for money had and received, against the per-