

MONTHLY REPERTORY.

COMMON LAW.

Q. B. HAWKINS AND OTHERS V. WILLIAMS AND OTHERS.

Executor—Legacy to—Assent.

Leasehold property was bequeathed to three persons, who were also appointed executors of the will, upon certain trusts. One only of the executors proved the will. Six years afterwards he conveyed the whole property, professing to do so as executor.

Held, that lapse of time from the probate of the will was no evidence of assent to the legacy, and that therefore the whole property passed.

C. P. NEVILLE AND ANOTHER V. KELLY.

Reward for discovery and apprehension of felons—Action for—Duty of Police Constable.

Where a police constable apprehended a person on suspicion of having robbed his master, and, before information of such apprehension had been given to the master, he offered a reward. The police constable was held to be entitled to sue for the reward, he having in due performance of his duty communicated the circumstances of the apprehension to his superintendent, who stated the fact to the defendant.

To a declaration claiming a reward under a public advertisement for having given information which led to the recovery of the defendant's property, and the apprehension and conviction of the thief (a boy in the defendant's employ), the defendant pleaded that before the publication of the advertisement the plaintiffs apprehended the thief, and kept him in custody until after the publication of the advertisement, although they knew that he had absconded from the service of the defendant with the property in question, and contrary to their duty they neglected to inform the defendant of such apprehension. The plaintiffs replied that at the time of the apprehension of the boy they were policemen, and that they apprehended the boy, and, in pursuance of their duty as such policemen, informed the Chief Superintendent for the district of the apprehension and of all the circumstances which had come to their knowledge concerning the theft within a reasonable time, and that in consequence thereof and at their request the superintendent informed the defendant, and that such information could not reasonably have been given before the publication of the advertisement.

Held on demurrer, that the replication was a good answer to the plea.

B. C. EX PARTE LEE.

Attorney—Enforcing undertaking—Summary jurisdiction of Court—Breach of faith—Rule to pay money.

L., an attorney, who had issued a *ca. sa.* upon which a defendant in an action was arrested, arranged with the attorney for the defendant that he should be discharged from custody on paying £60 down, and giving his note for £60 at six months. The former sum was paid, and *L.* gave the attorney of the defendant an order for his discharge, on condition agreed to, that it should not be lodged till the defendant's note was obtained. The defendant refused to give his note. The defendant's attorney then said that he would obtain his client's discharge by a judge's order, on conditions in accordance with the agreement. *L.*, upon faith in this, left the order for discharge in the hands of the defendant's attorney, and upon subsequently receiving a summons to show cause why the judge's order should not be drawn up, gave his consent. The defendant's attorney improperly lodged the order for his client's discharge, left with him as above mentioned, without obtaining the judge's order.

Held, upon an application by *L.* for a rule against the defendant's attorney to pay over money according to terms of the order to which *L.* had consented, that those terms were made by him for the benefit of his client, and that the application was without precedent, and must be refused.

C.P.

PEDDER V. THE MAYOR, ALDERMEN, AND BURGESSES OF THE BOROUGH OF PRESTON.

Corporation acting in more than one capacity—Banking accounts—Set-off.

A municipal corporation, in addition to its ordinary capacity, acted as managers of baths and wash-houses, and likewise as the local board of health. They had a banking account with the plaintiffs, and had three separate accounts. On the bank suspending payment, a sum of money was due to the corporation from the bank, on the local board of health accounts. The plaintiff sued the defendants for the amount due to the bank, whereupon the defendants set off the amount due from the bank on the other account.

Held, that the defendants might set off this claim one against the other, as the plaintiff and the defendants were debtors and creditors on the separate accounts in the same rights.

EX.

EVANS V. ROBINS.

Vendor and purchaser—Misdescription—Ground rent—Provision for compensation or arbitration—Return of deposit.

On a sale of a "freehold ground rent," "arising out of and secured upon certain houses, with a right to the reversion," which turned out to be an annual sum, payable by the lessee in respect of the user and enjoyment of a garden under the covenant of the owner.

Held, that the purchaser was entitled to a return of his deposit, and held, also, that the usual provision 'hat in case of dispute as to the amount of compensation it should be settled by arbitration, did not apply, the vendor not having resorted to it, but insisted on the full performance of the contract, and the negotiations having thereupon come to an end.

EX.

CRESSWELL V. HEDGES.

Tenant in common—Right of as against co-tenant—Destruction of property—Pleading.

One tenant in common sued in trespass by another, for destroying the property, may plead that except in respect of a certain undivided share or shares, he, and not the plaintiff, is entitled or interested, and as to such share or shares payment into court.

CHANCERY.

L. J.

LUCAS V. WILLIAMS.

Administration—Executor—Priority.

An executor, who makes himself liable for debts of the testator has no priority in respect of such debts, over the other creditors of the testator, but stands in the same position as the creditors for whose debt he has made himself liable.

M. R. IN RE THE MITRE ASSURANCE COMPANY EX PARTE EYRE.

Winding-up—Contributory—Liability of former holder of shares—Transfer to nominee of directors to stop injury by dissatisfied shareholders.

Where the directors of a company, fearing an exposure of its affairs, entered into a compromise with a dissatisfied shareholder, who had presented a petition to obtain the usual winding up order, in pursuance of which compromise, the shares of the petitioner were transferred to one of the directors, a sum of money paid by them to the petitioner, and the petition withdrawn.

Held, that the transfer of his shares, made under such circumstances, did not release the petitioner from his liability in respect of them, and that in the subsequent winding-up of the company, he was properly placed on the list of contributories.

The transfer in question, had not been with all the formalities required by the deed of settlement of the company; but the court considered, that even if these formalities had all been observed the transferor would not have been released from liability.