with particulars of the names and addresses of himself and B. as plaintiff and defendant, and of the nature and amount of the claim, and without any authority signed it with the name of the Registrar, indorsing also a notice signed also by A., in the name of the Registrar and without his authority, that unless the amount claimed were paid by B on a certain day, an execution warrant would issue against him. This paper he delivered to B. with intent thereby to obtain payment of his debt.

Held, affirming *Regina* v. *Evans* 26 L. J. M. C. 92; 5 W. R. 652, that this was an "acting or professing to act under false colour and pretence of process of the County Court" within the meaning of 9 & 10 Vic., ch. 95 s. 57 (from which sec. 85 of U. C. Division Courts Act 13 & 14 Vic. ch. 53 is copied. Eds. L. J.).

EX. THE MARQUIS OF SALISBURY v. GLADSTONE. *Nov.* 18.

Practice—Bill of exceptions and motion for new trial—When motion may be made without waiving exceptions.

The plaintiff at the trial, tendered a bill of exceptions to the ruling of the judge, that a certain custom might by law exist, and the jury by their verdict affirmed the existence of the custom.

Held, that he might move for a new trial, on the ground of there being no sufficient evidence of the custom, without abandoning the bill of exceptions.

Q.B. *April* 21.

TOWN COUNCIL OF KIDDERMINSTER (Appellants) v. COURT, (Respondent.)

5 & 6 Wm. 4, c. 76, ss. 69 and 75—*Exercise of powers of trustees by Town Council.*

When the powers of trustees under a local Act have been transferred to the body corporate of a borough under 6 & 7 Wm. 4, c. 76, s. 75, the procedure is to be in conformity with that pointed out in sec. 69 of that Act, and not that pointed out in the local Act; and a notice of meeting, such as is thereby directed for the ordinary meetings of the Town Council, is sufficient to enable them to exercise the powers of the local act.

Q.B. BOTT v. ACKROYD ET AL. *April* 19.

Action against justices—Excess of jurisdiction.

In an action against justices for false imprisonment, it was proved that the plaintiff was convicted in £2 penalty and costs, no sum for costs being mentioned. A conviction and warrant of commitment were afterwards drawn up in which blanks were left for the amount of costs to be inserted. These blanks were filled up by the Magistrate's Clerk. The plaintiff was then arrested.

Held, that there had been no excess, but only an erroneous exercise of jurisdiction, and that the action would not lie.

C.P. HODDESDON GAS AND COKE COMPANY (Appellants) v. WILLIAM HASLEWOOD (Respondent.) *April* 29.

Contract—Implied by circumstances.

Where the appellants (a gas company) had supplied the respondent with gas for ten years receiving payments for the same quarterly, and let him have a meter at a yearly rental, and the respondent had altered his stoves in order to use the gas, and in consequence of a dispute between the parties the appellants cut off the gas.

Held that there was no contract binding the Company to supply gas for any certain period and that the surrounding circumstances were not sufficient to establish an implied contract to do so.

EX. WHITE v. HALLETT. *April*, 19.

Practice—Commission to examine witnesses—Notice of holding—Effect of want of notice.

A commission issued to examine witnesses in New York. The order did not provide for the day of holding or returning the commission. The opposite party, after the commission was executed, and before it was returned, consented to waive any irregularity in the order. He had no notice of the holding of the commission, but he had notice of its coming back to England. Eight months after the return of the Commission the opposite party objected at the trial to the admissibility of the evidence taken under the commission for the want of notice.

Held, that if there was any irregularity in this respect it had been waived by his silence.

Semble that there was no irregularity, the order not providing for the giving of notice.

EX. SAMUEL v. BATE. *May* 11.

Costs—County Courts Acts—Indorsement of bill for purpose of moving in Superior Courts—Certificate—Statute 15 *&* 16 *Vic., ch.* 54, *sec.* 4.

A bill of exchange for less than £20, was indorsed to a nominal plaintiff for the purpose of suing in the Superior Courts, the party really interested dwelling within twenty miles of the defendant. The under-sheriff, before whom the action was tried, having certified for costs, the Court refused to interfere.

EX. BAXENDALE v. HARDINGHAM. *April* 19.

Insurance—Fire insurance—Condition as to description of premises—Increase of risk—Machinery.

Goods in a warehouse were insured, and in the policy it was mentioned that there was a steam engine of twelve horse power on the premises, used for the purpose of hoisting goods. The steam engine, in addition to the purposes so specified, was applied to the grinding and cutting of food for the horses of the insured, who was a carrier, being for this purpose connected with machinery by a shaft runing through the building.

Held, that there had been no concealment or misdescription within the meaning of a condition in the policy, that it should be void unless the nature and material structure of all buildings which contained any part of the property insured, should be fully and accurately described, and unless the trades carried on in such buildings should be correctly shown.

Q. B. *May* 3.

BROWN AND OTHERS v. THE ROYAL INSURANCE SOCIETY.

Policy of insurance against fire—Election—Impossible contract.

An insurance company, in a policy against fire, reserved the right of electing, whether they should pay the amount of the loss and damage in case of fire, or should reinstate the insured premises; a fire having occurred, they elected to reinstate.

Held, in an action against the company for not reinstating, that it was no answer that the parts of the insured premises not destroyed by the fire, were in a dangerous condition from causes unconnected with the fire, and were ordered to be pulled down by the Commissioners of Sewers, and that, if they had not been so pulled down, they would have been reinstated by the company; for that the company were bound by their election, to reinstate the premises, and that not having done so, they were liable in th i action, to pay damages for not doing so.

ERLE, J., *dissentiente.*

Q. B. *April* 19, 30

BROWN v. THE METROPOLITAN COUNTIES LIFE ASSURANCE SOCIETY.

Mortgagor and Mortgagee—Power of distress—License—Creation of tenancy.

A. and B., were first and second mortgagees respectively. A. transferred his mortgage to B., together with all interest in arrears and all his rights under the mortgage deed, and gave him a power of attorney to sue and recover in his (A's.) name. A's. mortgage deed contained a proviso, whereby the mortgagor, for more easy recovery of the interest, gave to the mortgagees the same power of distress, as by law landlords have for the recovery of rent, and attorned and became tenant from year to year, to the mortgagee of the mortgaged premises, at a rent of the same amount as the interest.

Held, that this was not a mere license to seize and sell, but that a tenancy was thereby created, and that, the mortgagee having assigned away his interest, the power of distress was gone.