

any equity jurisdiction, why refer to one having any prior to the Judicature Act (44 Vict., cap. 5) passed twelve years subsequently? The difficulty we referred to is, that it seems to be assumed by section 39 of the County Courts Act that any equitable jurisdiction that existed before the Judicature Act exists no longer.

(To be continued.)

CURRENT ENGLISH CASES.

The Law Reports for March comprise (1894) 1 Q.B., pp. 269-532; (1894) P., pp. 57-107; (1894) 1 Ch., pp. 229-449; and (1894) A.C., pp. 1-71.

PRINCIPAL AND SURETY—AGENT EXCEEDING AUTHORITY—PAYMENT TO AGENT BY CHEQUE—ACCEPTANCE OF CHEQUE BY AGENT WITHOUT AUTHORITY.

Pape v. Westacott, (1894) 1 Q.B. 272, is the first case to be considered, and the short point in it was whether an agent of a landlord, who had been entrusted by his principal with a license to the tenant to assign his lease, with instructions not to deliver it up without first being paid the last quarter's rent, was justified in delivering it up on receiving a cheque for the rent, payment of which had been refused. The Court of Appeal (Lindley, Smith, and Davey, L.JJ.) affirmed the judgment of the Divisional Court (Charles and Williams, JJ.), holding that the agent was not justified in accepting the cheque, and was liable for the quarter's rent which the landlord had lost by his so doing, notwithstanding the fact that the agent had reason to believe that the cheque would be duly honoured. This case is not, however, by any means an authority for the proposition that an agent employed to collect money is in all cases liable if he take a cheque in lieu of cash. The circumstances here were peculiar, the agent being entrusted with a document, the delivery up of which was conditioned on his obtaining payment; its delivery without payment enabled another tenant to go into possession, as against whom the plaintiff could not distrain, and, the former tenant being insolvent, the landlord had lost his rent through the defendant's act; hence his liability.