

the license. On the two questions argued before Charles, J., he held that the covenant was one which ran with the land, and therefore the plaintiff, as assignee of the reversion, was entitled to sue for a breach; but the main question, whether there had been any breach of the covenant, he determined in favor of the defendant; as owing to the non-indorsement of the conviction on the license, the latter was not in any way endangered.

MALICIOUS PROSECUTION—ISSUE OF WARRANT—JUDICIAL ACT.

*Lea v. Charrington*, 23 Q.B.D. 45, was an action for malicious prosecution under the following circumstances. By an Act of Parliament on the information made before any Justice of the Peace, on oath, by any parent, relative, or guardian of any woman or girl, or any other person who, in the opinion of the justice, is *bona fide* acting in the interest of any woman or girl, that there is reasonable cause to suspect that such woman or girl is unlawfully detained for immoral purposes the justice was empowered to issue a warrant to search for such woman or girl, and also to arrest the person suspected of detaining her. The defendant, relying on a statement made to him by a third party, laid information against the plaintiff and procured a warrant for the plaintiff's arrest, which was the act complained of; but it was held by Pollock, B., and Manisty, J., that the issue of the warrant was a judicial act, and therefore an answer to the action. The case was held to be covered by the decision in *Hope v. Evered*, 17 Q.B.D. 338.

MUNICIPAL OFFICER—AGREEMENT BY MUNICIPALITY TO PAY ITS OFFICER FOR SUPERINTENDING A CONTRACT A COMMISSION ON AMOUNT OF CONTRACT IN ADDITION TO SALARY—INTEREST IN CONTRACT—CERTIORARI.

*The Queen v. The Mayor of Ramsgate*, 23 Q.B.D. 65, illustrates the extreme jealousy with which the Courts regard any attempts to evade the statutory provisions forbidding officers of municipal bodies from being in any way interested in contracts made with their employers. In this case the municipality empowered one of its officers, apart from his ordinary duties, to superintend the execution of certain works on their behalf, upon the terms that he should be paid by a commission on the contract price of such works. The officer duly superintended the works, and resolutions were passed by the municipality to pay him his stipulated commission. On a previous application the Court of Appeal had held that the effect of the bargain with the officer was to make him interested in the contract, and as such, liable to a penalty. The present application was to bring up the resolutions to quash them, and it was admitted by the defendants that the payment of the commission *qua* commission was invalid, but it was contended that a fixed sum equal to the amount of the commission might have lawfully been paid as an allowance, under an Act authorizing the municipality to pay to their employees "such reasonable salaries, wages, or allowances," as they might think proper, and that the validity of the payment was therefore a matter of form rather than of substance, and that therefore the Court should not interfere; but Field and Cave, JJ., were agreed that the payment was illegal and not warranted by the section authorizing "allowances," which term, in their judgment, did not include an allowance of money. The certiorari was therefore granted.