

ABSTRACTS OF RECENT ENGLISH DECISIONS.

Arbitration.—It is no ground for setting aside an award that the unsuccessful party suffered a surprise, as an arbitrator would have power to postpone the proceedings upon any reasonable application for that purpose. *Solomon vs. Solomon*, 28 Ex. 129.

Attorney and Client.—Where an attorney had been employed by the father of an infant to bring an action for a personal injury to the infant, on the understanding that in the event of his recovering damages he would not charge extra cost, and he did recover damages, it was held, the infant, by his father, could sue the attorney for the damages, and the attorney could not detain any part for extra costs, even although, through defect in plaintiff's evidence in the original action, and other circumstances, such costs had turned out greater in amount than could have been expected. *Collins vs. Brook*, 29 L. J., Ex. 143.

Contract.—A representation made by a party, not knowing that it is false, is binding upon him; and if the other party enters into a contract on the faith of its truth, the court will set aside the same altogether, and not merely rectify it. Though the other party does not examine the books for four years during which the partnership continued, it not being his duty to do so, it will not bar him of relief on the score of negligence or acquiescence. The bringing of an action against the partners, and recovering a verdict against the survivor of them, does not prevent the deceived party from seeking relief in equity. *Rawlins vs. Wickham*, 28 L. J., Ch. 188.

If parties to an agreement provide for the settlement of disputes arising out of the contract by the arbitration of persons mentioned in the agreement, or to be determined when the disputes arise, this does not oust the ordinary tribunals of jurisdiction in such disputes. But if a contract provides for the determination of the contractor's claims and liabilities by the judgment of a particular person, everything depends on his decision, and until he has spoken, no right arises which can be enforced either at law or in equity. *Scott vs. The Liverpool Corporation*, 28 L. J., Ch. 230.

Devise.—Testatrix devised all her real estate to trustees upon trust for three persons for life, with remainder to their issue in tail, "and for default of such issue, then upon trust for the right heirs of my grandfather, Sir T. S., Bart, deceased, by Mary, his second wife, also deceased, forever."

It was held, by the House of Lords, affirming the decision of Vice Chancellor Kendersley, that the ultimate limitation created an estate tail special and not a fee simple. *Vernon vs. Wright*, 28 L. J., Ch. 198.

Detinue.—An attorney who receives his client's deed to keep for him and loses it, is *prima facie* liable to an action of detinue on the part of his client. *Reeve vs. Palmer*, 28 L. J., Ch. C. P. 168.

False Imprisonment.—To an action for assault and imprisoning plaintiff in a lunatic asylum, plea, that plaintiff had conducted himself as a person of unsound mind and incapable of taking care of himself, and as a person proper to be detained under due care and treatment; that two medical certificates to the effect that plaintiff was of unsound mind and ought to be taken charge of, had been duly given as required by statute; and that defendant had reasonable cause, and did *bona fide* believe the certificates to be true, and plaintiff to be a person of unsound mind and dangerous to be at large, defendant being uncle of plaintiff and a proper person to act in that behalf, caused him to be confined, is bad, as the person ordering the confinement of an alleged lunatic is not protected by 8 & 9 Vict. c. 100, s. 99, and at common law he would only be justified if the person was in fact a lunatic, which the plea did not allege. *Fletcher vs. Fletcher*, 28 L. J., Q. B. 134.

Limitations, Statute of.—Testator, by will, gave all his real and personal property to his wife, out of which he desired that she would discharge all his legal debts and enjoy the surplus for her life; and at her decease the property was to be divided as in the will mentioned. A farm servant of testator left his wages from time to time in his master's hands, and it was agreed between them that the debt thus due should carry interest. Testator died in 1837. In a suit instituted after death of testator's widow, in 1854, for administration of his estate, the statute of limitations was held not to bar arrears of interest upon the sum left by the servant in testator's hands. *Blower vs. Blower*, 28 L. J., Ch. 181.

Landlord and Tenant.—It is only the lessor or the person who stands in the situation of landlord, and not any one who derives title from the lessor, who can, under 4 Geo. 2, c. 28, s. 1, sue a tenant for double value when there has been a holding over after determination of the tenancy. *Blutchford vs. Cole*, 28 L. J., C. P. 140.

Legacy.—Where a sum directed by testatrix to be set apart for an annuity was bequeathed, on death of annuitant, to such of testatrix's