

There is a tradition that a suit was instituted by a highwayman against his companion to account for his share of the plunder, and a copy of the proceedings has been published as found amongst the papers of a deceased attorney. It was a bill in the Exchequer, which avoided stating in direct terms the criminality of the engagement, and is founded upon a supposed dealing as copartners in rings, watches, &c. but the mode of dealing may be manifestly inferred. The tradition receives some degree of authenticity, by the order of the court being such as would in all probability ensue from such an attempt. The order was, that the bill should be dismissed with costs for impertinence, and the solicitor fined 50*l.* The printed account is accompanied by a memorandum which states the particular times and places where the plaintiff and defendant were afterwards executed. *Eur. Mag.* 1787, vol. ii. p. 360. (a).

Contracts with a view to future prostitution are illegal; but an engagement by way of reparation for past seduction will be supported, if it is not accompanied with any purpose of future cohabitation. *Marchioness of Annandale v. Harris*, 2 *P. Wms.* 339. *Lady Cox's case*, 3 *P. Wms.* 339. *Walker v. Perkins*, 3 *Bur.* 1568. *Priest v. Parrott*, 2 *Ves.* 160.

(a) *John Ewert* against *Joseph Williams*. The bill stated that the plaintiff was skilled in dealing in several commodities, such as plate, rings, watches, &c. that the defendant applied to him to become a partner; that they entered into partnership, and it was agreed that they should equally provide all sorts of necessaries, such as horses, saddles, bridles, and equally bear all expences on the roads, and at inns, taverns, or ale-houses, or at markets or fairs. "And your orator and the said *Joseph Williams* proceeded jointly in the said business with good success on *Hunslow-heath*, where they dealt with a gentleman for a gold watch, and afterwards the said *Joseph Williams* told your orator that *Finchley* in the county of *Middlesex* was a good and convenient place to deal in, and that commodities were very plenty at *Finchley* aforesaid, and it would be almost all clear gain to them: that they went accordingly, and dealt with several gentlemen for divers watches, rings, swords, canes, hats, cloaks, horses, bridles, saddles, and other things: that about a month afterwards the said *Joseph Williams* informed your orator that there was a gentleman at *Blackheath* who had a good horse, saddle, bridle, watch, sword, cane, and other things to dispose of, which he believed might be had for little or no money: that they accordingly went and met with the said gentleman, and after some small discourse they dealt for the said horse, &c. that your orator and the said *Joseph Williams* continued their joint dealings together until *Michaelmas*, and dealt together in several places, *viz.* at *Bayshot* in *Surry*, *Salisbury* in *Wiltshire*, *Hampstead* in *Middlesex*, and elsewhere to the amount of 2000*l.* and upwards."—The rest of the bill is in the ordinary form for a partnership account. 3d *October* 1725, on the motion of Serjeant *Girdler* the bill referred for scandal and impertinence. 29th *November*, Report of the bill as scandalous and impertinent confirmed; and order to attach *White* and *Wreathcock* the solicitors. 6th *December*, The solicitors brought into court and fined 50*l.* each; and ordered that *Jonathan Collins* Esq. the counsel who signed the bill, should pay the costs. The plaintiff was executed at *Tyburn* in 1730, the defendant at *Maidstone* in 1735. *Wreathcock* the solicitor was convicted of robbing Dr. *Lancaster*, in 1735, but reprieved and transported, Lord *Kenyon* in the case of *Ridley v. Moore*, Appendix to *Clifford's Report of Southwark Election*, has referred to this case. But, upon examining the office, the account is not supported. Taking the case as a supposititious one it sufficiently illustrates the general principle.