ant's road, requested a servant of the road to take charge of and put into his compartment his hand-bag, while he went for some lunch. The servant promised to look after it, put it into the compartment, and turned the key, and, when plaintiff came back, said it was all right. On entering the compartment, plaintiff found the bag was missing. The jury found that the proper place for the bag was in the compartment; that the servant was acting as the servant of the company, and within the scope of his employment; that there was no negligence on the part of anybody; and that the bag was stolen by some one unknown. *Held*, that the plaintiff could not recover. The company was not liable as a common carrier, not having complete control of the goods, nor as insurer.—*Bergheim* v. *The Great Eastern Railway Co.*, 3 C. P. D. 221.

2. 8 Vict. c. 20, enacts that "if any person travel .... in any carriage" .... of a railway company, without paying his fare, "and with intent to avoid payment," .... such person shall forfeit 40s.; that the company may make regulations "for regulating the travelling upon .... the railway," subject to the provisions of the act; that it may make by-laws for the better enforcing of such regulations, provided, "such by-laws be not repugnant to the laws of that part of the United Kingdom where the same are to have effect, or to the provisions of this or the special act; .... and any person offending against any such by-law shall forfeit .... any sum not exceeding £5 .... as a penalty." The respondent company, accordingly, made a by-law as follows: "Any person travelling .... in a carriage .... of a superior class to that for which his ticket was issued, is hereby subject to a penalty not exceeding 40s., and shall, in addition, be liable to pay his fare according to the class of carriage in which he is travelling, ... unless he shows that he had no intention to defraud." Defendant was convicted in a penalty of 10s, under this by-law of riding in a first-class carriage with a second-class ticket, but without intending to defraud the company. *Held*, that the conviction could not stand; for, without deciding whether the by-law was to be construed as exempting from the penalty as well as from the double fare, in the absence of intent to defraud, if the by-law undertook to dispense with proof of intent to defraud, it was *ultra vires*, and void by said 8 Vic. c. 20.—*Bentham* v. *Hoyle*, 3 Q. B. D. 289.

3. A railway company, in undertaking to convey luggage to a station, thereby contracts to keep it safely for such a time after its arrival as is reasonably necessary to enable the passenger to get it and take it away.—*Patscheider* v. *The Great Western Railway Co.*, 3 Ex. D. 153.

Sheriff.—1. A sheriff, with a writ of *fi. fa.*, took a keeper to the debtor's house, showed the writ, and said, if the amount was not paid, the keeper would remain in possession. The debtor paid at once. *Held*, that there had been a seizure, and the sheriff was entitled to poundage.—*Bissicks* v. *The Bath Colliery Co. Ex parte Bissicks*, 3 Ex. D. 177; s. c. 2 Ex. D. 459.

2. A sheriff, under a *fi. fa.* writ, made seizure of goods, and was then paid the amount by the defendant, without sale. *Held*, that there had been a "levy," and he was entitled to poundage. *Roe* v. *Hammond* (2 C. P. D. 300) over-ruled.—*Mortimore* v. *Cragg*, 3 C. P. D. 216.

Shipping and Admiralty.—F. owner of a ship which went ashore on the coast of France during a voyage from India to England, sent agents to the ship, who saved the whole of the cargo transshipped it and forwarded it to England, and thereby earned freight. The average-stater allowed F. a certain sum—partly general average, partly particular average—for his services in the sale of portions of the cargo which could not be identified, as a commission on disbursements in sending out the lighters, &c., and, generally for "arranging for salvage operations, receiving cargo, meeting and arranging with consignees, and receiving and paying proceeds, and generally conducting the business." *Held*, that the amount could not be recovered from the owners of the cargo. There was no contract to pay it. F.'s object was to earn his freight.—*Schuster* v. *Fletcher*, 3 Q. B. D. 418.

Slander.—Where the court has laid down that the occasion on which the words complained of were uttered was privileged, it is for the plaintiff to show affirmatively that the defendant acted maliciously, or from an improper motive, and not from a sense of his duty, and *bona fide*.—*Clark* v. *Molyneux*, 3 Q. B. D. 237.