

The same power has worked admirably in garrotte robberies.

4. A more liberal scale of expenses allowable in conviction at quarter sessions and assize.

It is our earnest and sincere hope that the grave and paramount subject so imperfectly touched on in this little paper may meet with the consideration of those most learned in the law. A crying evil exists—one attacked by the press continually—and until official action is taken in the matter it will not be remedied. As the remedy implies safety and security for all, and more especially for women, the sooner and more effectually it is applied, the sooner will such police reports as now disgrace our country, cease to appear.

WILLIAM READE, jun.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

MASTER AND SERVANT—RAILWAY COMPANY,
LIABILITY OF.—Action for assault and false imprisonment.

The plaintiff had taken a horse by the defendants' railway to an agricultural show at Salisbury. By the arrangements advertised by the defendants, the plaintiff was entitled to take the horse back free of charge on producing a certificate that he was unsold. After the show the plaintiff produced the proper certificate, and the horse was accordingly put into a box without any payment or booking, and the plaintiff having taken a third-class ticket for himself travelled by the same train. On his arrival at his destination, Romsey station, he gave up his ticket and the certificate, and was taking the horse away along the road when the station-master sent after him and demanded 6s. 10d. for the carriage of the horse, and on the plaintiff explaining the circumstances and refusing to pay, he was detained and taken back to the station by two policemen acting under the orders of the station-master. After he had been detained half-an-hour, the station-master telegraphed to Salisbury, and, on receipt of a telegram "All right," the plaintiff was allowed to proceed.

The jury returned a verdict for £10; leave being reserved to move to enter the verdict for the defendants, on the ground that the station-master had no authority from the defendants to take the plaintiff into custody.

The Court (Blackburn, Mellor, and Shoe, JJ.) made the rule absolute. A railway company has power, under 8 Vict. c. 20, ss. 103, 104, to apprehend a person travelling on the line without having paid his fare, but has power only to detain the goods themselves for non-payment of

the carriage (s. 97); consequently, as the defendants themselves could not have apprehended the plaintiff (assuming him to have wrongfully taken the horse by the train without paying), there could be no authority implied from them to the station-master to arrest the plaintiff on that assumption, and they could not be made liable for his acts; and the Court distinguished *Goff v. Great Northern Railway Company*, 30 L. J. Q. B. 148; 3 E. & E. 672, and other cases on this ground.—*Poullton v. London and South Western Railway Company*, W. N. (1867) 210.

WARRANTY ON THE SALE OF A CHATTEL—RIGHT OF REMOVAL.—The plaintiff purchased a boiler of the defendant under the following circumstances:—The boiler, which was embedded in brickwork, and was so large that it could not be got out of the building entire, without taking down part of the wall and injuring the premises, but which might be removed by taking it to pieces, had been seized and sold under a distress for poor-rate. The defendant had purchased it at the sale for £19, and afterwards sold it to the plaintiff for £29. The plaintiff was aware of the circumstances under which the defendant had bought the boiler, and after he had purchased it saw the boiler, and also had an interview with the auctioneer, who sold it to the defendant, and, having paid for the boiler, was allowed by him fourteen days' time for its removal. The tenant of the premises, however, refused to allow the plaintiff to take the boiler away.

The question was whether there was any evidence which ought to have been submitted to the jury of a warranty or engagement by the defendant that he had a good title to the boiler, and that he would deliver it to the plaintiff, or that the latter should be permitted to remove it.

The judges who heard the argument were divided in opinion:

BOVILL, C.J., and MONTAGUE SMITH, J., holding that, inasmuch as both parties were aware of the circumstances under which the boiler had been sold, no warranty of title could be inferred.

WILKES, J., holding that the defendant impliedly warranted that he had a right to sell, and that the buyer should have a right to remove the boiler.—*Baguley and another v. Hawley*, W. N. (1867) 222.

PARTNERSHIP—LIABILITY OF ESTATE OF A DECEASED PARTNER FROM FRAUDULENT ACT OF ANOTHER PARTNER.—Where W., a partner in the firm of C. & Co., solicitors, in negotiating a mortgage falsified the abstract of title delivered to the mortgagees for the purpose of concealing prior incumbrances, and substituted in the