

## Com. Pleas.]

## NOTES OF RECENT DECISIONS

## [Com Pleas.]

*Held*, following *Playford v. United Kingdom Electric Telegraph Co.*, L. R. 4 Q. B. 706, that the defendants' liability arose only from contract; that as the message was sent by F. on his own account, and not on behalf of the plaintiff, there was no privity between the plaintiff and the defendants, and the plaintiff could not maintain an action against the defendants for their negligence.

## ROBINSON V. SHISTEL.

*Services performed in expectation of marriage.*

*Held*, that services rendered for a person in expectation of marriage do not afford the ground of an action, as upon an implied assumpsit to pay in money.

## AHRENS V. MCGILLIGAT, (GRAND TRUNK RAILWAY COMPANY, GARNISHEES.)

*Railway Companies—"Live and carry on business" at head office—Jurisdiction of Division Court—32 Vict. ch. 23, sec. 7, O.—Construction of.*

*Held*, that a Railway Company does not "live and carry on business," within the meaning of 32 Vict. ch. 23, sec. 7, O. at any other place than at its head office, at which its business is managed.

Where the garnishees had their principal station at Montreal, and a local station at Berlin at which they took passengers and received goods, and a cause of action having arisen against the defendant, the plaintiff issued a garnishee summons against the company out of the said Division Court at Berlin, on the ground that they lived and carried on business there.

*Held*, that the judge of the Division Court had no jurisdiction to try the cause.

## VARS V. THE GRAND TRUNK RAILWAY CO.

*Railway Companies—Placing hand-car on highway—Liability.*

Some men in defendants' employment, who had been using a hand-car for laying down rails, approached the Colborne Station on their return home, about 5 p. m., and finding the railway track occupied by a train, stopped at a highway crossing, about 400 yards from the station. They removed the car from the rails and placed it on the highway, the car encroaching some 6 or 10 inches on the road-way. The men then left it, remaining away about half an hour. Two men seeing the car seated themselves upon it. At this time the plaintiff drove past in his carriage, and his horse shying at the car, ran away, threw plaintiff out, and severely injured him.

*Held*, that the placing of the car on the highway constituted negligence, for which the defendants were responsible.

## THE PRESIDENT, DIRECTORS AND COMPANY OF THE BRONTE HARBOUR V. WHITE.

*Harbour Company—Express power to distrain—Right to maintain action in addition—3 Vict. ch. 33—Construction of.*

By 3 Vict. ch. 33, the plaintiffs were incorporated under the name of the President, Directors and Company of the Bronte Harbour, and were declared to be capable by such name of contracting and being contracted with, suing and being sued, pleading and being impleaded in all courts in all manner of suits, actions, complaints, matters, and causes whatsoever. By the 2nd sec. they were authorized to construct a harbour and by the 7th sec. it was further enacted, that if any person should neglect or refuse to pay the tolls or dues, which by the Act were vested in the plaintiffs as their property, the plaintiffs might distrain the goods on which the tolls or dues were due and payable, until such tolls should be paid.

*Held*, that the plaintiffs were not confined to the remedy by way of distress; but could also maintain an action.

## ZEALAND V. DEWHURST.

*Husband and wife—Goods supplied to wife not living with husband.—Liability of husband.*

In an action against a husband for goods supplied to his wife, it appeared that up to February, 1872, when the husband received an appointment worth \$1,200, he had been in embarrassed circumstances, and owed debts amounting to \$3,000. In May, 1870, his wife being in delicate health went to live with her father at Brantford, and continued to reside with him for two years with the exception of an occasional visit to her husband, who lived in St. Catharines, during which time the father expended on her and her son upwards of \$1,000. In May, 1872, when visiting her husband she complained for the first time of wanting clothes, her husband appearing to have always furnished her with money and clothes whenever she asked for them, and also to have paid for the son's board and clothes; the husband then gave her what articles she required and what money he possessed, at the same time expressly telling her not to incur any debts in Brantford. It appeared, however, that in the following month she incurred the debt now sued for, consisting of silks, valuable laces, and shawls, amounting to the husband's salary for the quarter, the plaintiff at the time being fully aware that she was living, not with her husband, but with her father.

*Held*, that the husband was not liable.