

would be signed by the parties and sufficient privity of contract between them had been established by what had taken place to enable the defendant to sue the purchaser on this contract if he had so desired.

Brokers on the Exchange buying or selling for a principal are not bound to disclose his name or to make him a party to the contract, and the proved custom of the trade on the Exchange by which the members make themselves personally liable for all transactions entered into is a reasonable one and necessary for the prompt and safe dispatch of business.

*Robinson v. Mollett*, L.R. 7 H.L. 802, distinguished; *Scott v. Godfrey* (1901) 2 K.B. 726 followed.

*Noble and Card*, for plaintiffs. *Affleck*, for defendant.

Full Court.]

KING v. PORTER.

[Oct. 3.

*Criminal law—Information, sufficiency of—Particulars—Conviction—Doing “an unlawful act.”*

Applications for habeas corpus to release prisoner convicted before a police magistrate under s. 517 of Crim. Code “for that he did unlawfully in a manner likely to cause danger to valuable property without endangering life or person, do an unlawful act in the C.P.R. yards in the City of Winnipeg,” and sentenced to three months’ imprisonment. There was nothing in the information or conviction to shew the nature of the alleged unlawful act, although the evidence shewed that the prisoner had put stones in the journal of a car on the railway track.

*Held*, that the conviction was bad as it did not shew the nature of the unlawful act charged, and that the prisoner should be discharged, the order to contain the usual clause protecting the magistrate.

*Patterson, D.A.-G.*, for the Crown. *Locke*, for the prisoner.

Full Court.]

WALD v. WINNIPEG ELECTRIC RY. CO.

[Oct. 12.

*Negligence—Street railway—Duty of company to put on wheel guards—Damages—New trial.*

In an action for damages by reason of a car of the defendants running over the plaintiff, a child under six years old, and cutting off one of her legs, the jury at the trial in answer to questions found that the injury to the plaintiff was caused by the negligence of the defendants, that such negligence consisted,