

Action for malicious prosecution tried in the County Court which has no jurisdiction to try such an action unless a signed agreement consenting thereto is entered into by the parties. No signed agreement was made, but the action was tried without objection by either party and judgment given in favour of plaintiff.

*Held*, by the Full Court that the question of the jurisdiction of the County Court could not be raised on appeal.

*W. A. Macdonald*, K.C., for appellant. *S. S. Taylor*, K.C., for respondent.

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Hunter, C.I.] ALASKA PACKERS' ASSOCIATION *v.* SPENCER. [June 4.

*Practice—Particulars—Of matters in opposite party's knowledge.*

Summons for particulars in an action for damages for the negligence of defendant, his servant and agents, who were hauling a tug which attempted to tow the plaintiff's ship from a dangerous position at Trial Island near Victoria. The plaintiffs alleged that the equipment and machinery of the tug were insufficient for the purposes for which they were attempted to be used with the result that the ship was allowed to drift on the rocks. The defendant applied for particulars of the insufficiency and want of equipment.

*Held*, 1. Particulars are ordered for the purpose of forwarding the applicant's case and not to hamper the party ordered to give them.

2. When a plaintiff is ordered to give particulars which are essentially within defendant's knowledge, the order may provide that the plaintiff should not be confined at the trial to the particulars given.

Plaintiff ordered to give particulars, but not to be confined at the trial to the particulars given.

*W. M. Griffin*, for defendant. *J. H. Lawson, Jr.*, for plaintiff.

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#### UNITED STATES DECISIONS.

NEGLIGENCE:—Negligence in leaving a car load of high explosives an unreasonable time in the vicinity of a dwelling is held, in *Fort Worth & D. C. R. Co. v. Beauchamp* (Tex.) 58 L. R. A. 716, to be the proximate cause of injury to the dwelling by an explosion of a car through fire communicated from other cars near by.

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DELIVERY:—A telegraph company is held, in *Western U. Teleg. Co. v. Cobb* (Tex.) 58 L. R. A. 695, not to comply with its duty to deliver promptly a telegram by delivering it to the clerk of the hotel where the addressee boards, where the clerk had no other authority to receive it than that which arises from the relation of hotel-keeper and boarder.