

they sold out their business. The plaintiff went to the bank to find out the firm's correct balance and was told by the ledger-keeper, who made a mistake and gave a credit balance of \$200.00 too much. The firm then issued cheques for the amount as given and they were paid by the bank. About this time the plaintiff opened a private account with the bank, and in August he was informed by the bank that the firm's overdraft of \$199.97 had been charged to his private account. Plaintiff then drew all the rest of his money out and the bank refused payment of his cheque for \$199.97.

*Held*, in an action for damages, that the plaintiff was entitled to judgment for \$199.97 with interest from the time of presentment.

*Pottinger and Kappele*, for plaintiff. *Bowser*, K.C., for defendant.

Walkem, J.]

REX v. BEAMISH.

[Oct. 12, 1901.

*Criminal law--Summary conviction--Appeal to County Court--Habeas corpus proceedings after--Cr. Code, s. 523, 881.*

Application for writ of habeas corpus. The prisoner was charged with an offence under 523 of the Criminal Code and convicted by the Police Magistrate of Rossland, and sentenced to two months' hard labour. Immediately after conviction he appealed to the County Court, and Leamy, Co. J., affirmed the conviction.

*Held*, dismissing the application, that the decision of the County Court in appeal from a summary conviction is final and conclusive, and a Supreme Court Judge has no jurisdiction to interfere by habeas corpus.

*Gillan*, for the application. *Daly*, K.C., contra.

Full Court.]

WENSKY v. CANADIAN DEVELOPMENT CO. [Oct. 16, 1901.

*Passenger's baggage or luggage--What is--R.S.C. 1886, c. 82, s. 3--Pleading--Point not pleaded or taken in court below.*

Appeal to the Full Court of the Supreme Court of British Columbia from the judgment of CRAIG, J., in the Territorial Court of the Yukon. Plaintiff was a passenger for Dawson on defendants' line of steamboats and his ticket contained the proviso: "Baggage liability limited to wearing apparel only. Each ticket is allowed one hundred and fifty pounds of baggage free, and not exceeding \$100 in valuation, and half tickets in like proportion. All exceeding this rate and valuation will be charged for. This Company shall not be held accountable for merchandise, notes, bonds, documents, specie, bullion, jewelry, or similar valuables or stores to be landed under designation of baggage, unless bills of lading are regularly signed, and freight charges paid thereon, and under no circumstances shall this Company be held responsible in case of loss of baggage for over \$100, unless extra charge has been paid on excess of valuation." He paid \$10 excess baggage. Part of the baggage, including a sealskin jacket, etc., men's suits and wolf robes, to the value \$655 was lost. Plaintiff sued for