

A remarkable action of damages was tried before the Chief Justice of England, January 25. The plaintiff Brett claimed £2,000 from the *Holborn Restaurant Company*, for personal injuries which, as alleged, had been caused through having swallowed a needle and thread in some food which had been served to the plaintiff at a Masonic banquet at the defendants' restaurant through the negligence of their servants. There was no doubt that the plaintiff had somehow swallowed a needle, for it, with some inches of thread attached, passed through him. The difficulty was to prove the time and occasion when it was swallowed. The plaintiff thought he swallowed it with some spinach at the masonic dinner, but it appeared that the vegetable was water cress, and it was proved that no women were employed in the restaurant and that no needles were kept on the premises. The jury under these circumstances found for the defendants.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, December 8, 1886.

Coram LORD HOBHOUSE, LORD HERSHELL, SIR BARNES PEACOCK, SIR RICHARD COUCE.

SENÉCAL (defendant below), Appellant, and HATTON (plaintiff below), Respondent.

Contract—Repudiation—Return of debentures—Value.

HELD, (*Affirming the judgment of the Court of Queen's Bench, Montreal, M. L. R., 1 Q. B. 112*):—*That the appellant, Senécal, having repudiated his agreement with one Hibbard, under which he assigned to Hibbard certain rights in consideration of receiving from Hibbard 35 railway debentures, and having otherwise disposed of the rights so ceded, was bound to return the debentures to Hibbard; and an action brought by Hibbard's assignee, claiming the return of the specific debentures, or, in default, that Senécal be condemned to pay their value, was maintained, the value of the debentures being estimated by the Q. B. and P. C., at 25 cents to the dollar.*

SIR BARNES PEACOCK :—

This is an appeal from a judgment of the

Court of Queen's Bench in Lower Canada, which modified a judgment which had been given by the Superior Court.

There were two actions: one was brought by Hatton against Senécal to recover from him 35 debentures of the Montreal, Chambly, and Sorel Railway Company for \$1,000 each, with coupons attached, Hatton having received an assignment of those debentures from Hibbard; and the other action was brought by Senécal against Hibbard, calling upon him to intervene in the suit brought by Hatton against Senécal and to render an account of the debentures.

The declaration in the first suit, which was filed on the 16th of May 1882, stated that by deed dated 17th October 1872, the said Railway Company agreed to pay over to the defendant (Senécal) 25 per cent. of all subsidies which they should receive from the Government and Municipalities; that afterwards, on the 15th May 1875, in consideration of the sale and delivery to defendant by Hibbard of 35 debentures of the said Railway Company for \$1,000 each, with coupons attached, for the payment of interest at 6 per cent. per annum (being the bonds in question), the defendant transferred to Hibbard all his rights under the deed of 17th October 1872, and gave him a receipt dated the 15th of May 1875, and an order dated the 19th of May 1875, with relation to that transfer; that afterwards, in November 1877, defendant repudiated the transfer of 15th May 1875, and alleging that it had been cancelled, claimed from the Government payment to himself of 25 per cent. of their subsidy to the Railway Company, and afterwards, on the 22nd November 1877, assigned his interest under the deed of 17th October 1872 to one Hurteau, who ultimately, as such assignee, obtained judgment against the Railway Company, and payment from the Government of a large sum; that notwithstanding the cancellation and repudiation of the transfer by the defendant to Hibbard, defendant, without right, retained the 35 debentures and sold them without the knowledge or consent of Hibbard or of the plaintiff (Hatton); that by deed dated 26th January, 1882, Hibbard sold and transferred the said debentures and coupons to the plaintiff; that plaintiff gave defendant