

C. C. R. REGINA V. GREEN. Nov. 15.

Larceny—Ownership of goods—Bailee—Stall, stealing from—Autrefois acquit—Amendment 14 & 15 Vic., cap. 100, sections 1, 2 & 3.

A boy 14 years of age living with and assisting his father in his business without wages, at one o'clock in the day succeeded his father in the charge of his father's stall, from whence some of his father's goods were stolen by the prisoner. *Held*, that in a count for larceny the ownership of the goods could not be laid in the boy.

The prisoner having been indicted on a count stating the ownership to be in the boy, was acquitted, and a second indictment was then preferred, laying the ownership in the father, upon which he was convicted.

Held, that a plea of *autrefois acquit* could not be sustained, and that the conviction was right.

Q. B. MARTIN V. ANDREWS. Nov. 22.

Money had and received—Witness' conduct money—Settlement of cause before attendance of witness required.

Where, in consequence of the settlement of a cause, the attendance of a person subpoenaed as a witness is not required and he has notice, money paid to him as conduct money may be recovered as money received to the use of the party paying.

C. C. R. REGINA V. HARRIET WILSON. Nov. 22.

Causing abortion—Administering and causing to be taken—Presence of prisoner at time of taking—Intent in taking—7 Wm. IV, and 1 Vic., cap. 85, sec. 6.

Upon an indictment under 7 Wm. IV, and 1 Vic., cap. 85, sec. 6, for causing abortion, it was proved that the woman requested the prisoner to get her something to procure miscarriage, and that a drug was both given by the prisoner and taken by the woman with that intent, but the taking was not in the presence of the prisoner, and that it produced miscarriage.

Held, that a conviction upon the facts above was right, and that there was an "administering and causing to be taken" within the Statute, though the prisoner was not present at the time.

Q. B. BROWN V. PELLEGRINI. Nov. 21.

Charter party—Reference to arbitration under Common Law Procedure Act, 1854, sec. 11.

By the 17 & 18 Vic., cap. 125, sec. 11, which enables the court as a judge to stay proceedings, when the parties to a contract agree that any existing or future differences between them shall be referred to arbitration, is meant all existing or future differences arising out of the contract itself: and it is not confined to the very subject matter of the action itself, in which the court or a judge is applied to stay the proceedings.

EX. HAMLIN V. THE GREAT NORTHERN R.W. Co. Nov. 19.

Damages—Measure of, in actions of contract—Damages in actions of tort—Injury to feelings—Functions of jury.

The damages in actions for breach of contract are ordinarily confined to losses which are capable of being appreciated in money: and with the exception of the case of a breach of promise of marriage, damages that are not capable of being estimated, such as injury to feelings or vexation, are not allowed: *aliter* in actions of tort.

Where the action was for breach of contract in not carrying the plaintiff to the end of the journey to which the defendants had contracted to convey him, and the Judge told the jury that they ought only to give the sum which it cost the plaintiff to make the residue of the journey, in addition to nominal damages. *Held*, that the direction was right.

EX. CLARKE V. LAURIE. (P.O.) Nov. 18, 19.

Trustee—Authority to bankers to receive money—Advances—Equitable plea.

A married woman and her husband requested her trustee to grant a power of attorney to the defendant to receive her dividends; he did so, and they afterwards opened an account with the defendant's agents at Brussels and arranged that in consideration of receiving certain advances they would instruct the defendant to remit the dividends from time to time. A debt having accrued to the bankers at Brussels, the authority to pay them the dividend was withdrawn, but the defendant received it as usual and remitted it to the bank at Brussels.

Held, that the plaintiff, the trustee, might maintain an action against the defendant for such dividend, and that the authority was not irrevocable, although the advances had been made on the faith of it.

No equitable plea will be permitted except in a case where the plea and the decision and judgment of the Court upon it will work out and complete all the equity that belongs to the matter to which the plea refers.

EX. ARANGERON V. SCHOFIELD. Nov. 20.

Lost bill of exchange—Indemnity—Pleading.

Where an action is brought on a lost bill of exchange, defendant must plead and obtain the decision of a jury; the Court will not stay proceedings on payment of the amount, and call upon the plaintiff to give an indemnity against any other claim in respect of the lost bill.

Q. B. HEWETT V. WEBB. Nov. 21.

Practice—Discovery of documents—C. L. P. Act, 1854—Affidavit.

The Court will not compel a party to answer as to his possession of documents under section 50 of C. L. P. Act, 1854, upon a mere affidavit of belief that he has some documents relating to the matter in dispute.

Q. B. HEWITT V. WEBB. Nov. 21.

Practice—Common Law Procedure Act, 1856, sec. 50—Discovery of documents.

This Court will not grant a rule calling upon a party to an action to discover what documents he may have in his possession relating to the cause, but the party claiming the discovery must name what documents he desires to inspect.

C. C. R. REGINA V. SPENCER AND DAVIDSON. Nov. 22.

Arson—Stack of grain—Flax—7 William IV, and 1 Vic., cap. 89, sec. 10.

Upon indictment under 7 Wm. IV, and 1 Vic., cap. 89, sec. 10, for setting fire to a stack of grain, it was proved that the prisoners set fire to a stack of flax with the seed in it, and the jury found that flax seed is a grain:

Held, that a conviction upon the above facts and finding of the jury was right.

Q. B. RUSSELL V. PELLEGRINI. Nov. 21.

Practice—Enforcing obedience to an arbitration clause in a charter party—Sec. 11 of C. L. P. Act, 1854.

A charter party contained a clause that if any difference of opinion should arise between the parties either in principle or detail, the same should be referred to arbitration. An action having been brought upon that charter party by the ship owner for the agreed freight, and a cross action by the charterer for damages alleged to have been occasioned by the unseaworthiness of the vessel, the Court made absolute a rule under sec.