

shipping receipt received from the defendants at the time of shipment at Montreal, as well as on the freight advice to be received by him on the arrival of the goods at Toronto, and specially referred to on the face thereof respectively, it was provided that the company should not be liable for any goods left until called for, or to order, and warehoused for the convenience of the parties to whom they belong, or by or to whom they are consigned, and that the warehousing of all goods will be at the owners risk and expense. The plaintiff, without having as he stated, read over the conditions on receipt of the freight advice had called at the warehouse, and received permission to leave the goods there, nothing being said about storage. The goods having been lost, the plaintiff sued the defendants to recover their value.

Held, that he could not recover; for that under the terms of the special condition, no liability, which, if at all, would be that of warehouseman, was imposed on the defendants.

Till for the plaintiff.

J. K. Kerr, Q.C., contra.

HARVEY V. PEARSALL.

Dower—Declaration claiming dower and damages after admission of right to dower—Sufficiency of pleading.

To a writ issued under the Dower Act with the statutory notice endorsed thereon, notifying the defendant to enter either an appearance with a denial of his being the tenant of the freehold or an appearance only; and that unless such appearance with or without such denial was entered, the plaintiff could sign judgment for the dower claimed with costs of suit; and further notifying the defendant that she claimed damages for the detention of her dower. The defendant filed, and served on the plaintiff's attorney, an appearance together with an acknowledgment that he was tenant of the freehold, and consented to the plaintiff having judgment for her dower therein, and that she might take the necessary proceedings to have the same assigned to her. The plaintiff thereupon filed and served a declaration claiming dower and damages.

Held, declaration bad, in claiming dower, which defendant had acknowledged the plaintiff was entitled to; but leave was granted to the plaintiff to amend on payment of costs, restricting the declaration to the claim for damages

alone, so that the question could be determined whether in such case damages are recoverable.

Alan Cassels for the defendant.

VACATION COURT—Q.B.

Cameron J.]

[Nov. 16, 1880.]

REGINA, v. HOWARD.

Selling Liquor without License—Liability of Servant—R. S. O. c. 181—Power of Provincial Legislature.

The defendant, a servant of one Ward, the keeper of an unlicensed tavern, was convicted for selling liquor in her master's absence.

Cameron, J., held the conviction good, the case being undistinguishable in principle from *Regina v. Williams*, 42 U. C. R. 462, though he would otherwise have held the master alone responsible, under "The Liquor License Act, R. S. O. c. 181.

Quare, per Cameron, J., as to the power of the Local Legislature to limit, or authorize municipalities to limit, the number of licenses; and as to the effect of the decision of the Supreme Court in *City of Fredericton v. The Queen*, 3 Sup. Ct. 505.

Fenton for plaintiff.

A. MacNabb, contra.

CHANCERY CHAMBERS.

The Referee.]

[June 21.]

HILDERBROOM v. McDONALD.

Production before and after decree—Practice.

An order to produce is only made for the purposes of the hearing. After the hearing and a decree with reference to the Master, it will not be enforced for the purposes of the reference, although not complied with in the first instance.

The proper course is an application to the Master.

The Referee.]

[September.]

JELLETT v. ANDERSON.

Report—Confirmation of—Execution under.

A report must be filed before an execution can issue under it.

Where a decree ordered payment forthwith after the making of a report, an execution which was issued before the report was filed was set aside, but it was held that the report did not require confirmation under the wording of the decree.