if that were so. There are many *eccentric* persons, as we know from cases of contested wills, who are not by any means to be treated as lunatics.

Q.B. EX PARTE BRADFORD. *Jan.* 17.

Attorney—Service of articles by B.A.—6 & 7 Vic., c. 73, s. 7.

A person who takes a degree of B.A., after the commencement of his service as an articled clerk to an attorney, cannot avail himself of sec. 7, of 6 and 7 Vic, cap. 73, so as to be capable of being admitted as an attorney, upon having served a clerkship of three years. The act provides for those who shall, within four years after taking any degree mentioned, be bound by contract in writting and serve as clerk to a practising attorney for three years.

LORD CAMPBELL, C. J., said he should have great pleasure in granting a rule calling on the examiners to examine the applicant, with a view to his being admitted an attorney, if he could; but did not think that the case was brought within the statute.

In moving for the rule it was contended, that the intention of the statute was, that the articles should be entered into within a reasonable time of taking the degree, and whether before or after the event, is immaterial.

However, the Court thought otherwise.

Q.B. BLYTH v. LAFONE. *Jan.* 20.

Agreement to refer—Staying proceedings under s. 11 *of the C. L. P. Act*, 1854.

There is no power under the above statute, to stay proceedings in an action, unless the agreement to refer to arbitration is contained in the instrument upon which the action is brought.

The action was brought for certain alleged breaches of a charter-party, which contained no agreement to refer certain disputes arising out of it. to arbitration, but after the charter-party was entered into, and before action was brought, an agreement to refer certain differences which had arisen was made *in writing* by the parties.

LORD CAMPBELL, C. J.,—The agreement to refer in order to confer upon us this jurisdiction, must have been contained in the instrument itself out of which the dispute arises, and on which the action is brought.

Q. B. JACKSON AND ANOTHER v. FOSTER. *Jan.* 21.

Life policy—Exception in condition.

A life policy contained a condition that the policy would be void if the life assured died by suicide but if any third party had acquired a *bona fide* interest therein by assignment or by legal or equitable lien for a valuable consideration or as security for money, the policy to the extent of such interest was to be valid.

Held, that an assignment by the operation of the bankruptcy law was not within the exception.

C. C. R. REGINA v. ROBINSON. *Jan.* 22.

False pretences—Dogs not chattels—7 & 8 Geo. IV., ch. 29, *sec.* 53

Dogs not being the subject of larceny at Common Law are not chattels within 7 & 8 Geo. IV. ch. 29, sec. 53.

C. P. HAZARD v. HODGES. *Jan.* 19.

Goods sold and delivered—Delivery.

The defendant in London buys of the plaintiff a ship which the plaintiff builds beyond seas. The defendant writes to the plaintiff ordering him to provide a captain and crew to load the vessel and to insure her. The plaintiff carries out the order and the captain and crew sail in the vessel, which is lost on the voyage. The plaintiff may recover the price of the vessel under a count for goods sold and delivered.

Q. B. LOFFT AND OTHERS v. DENNIS. *Jan.* 21.

Landlord and tenant—Insurance against fire by landlord.

Where a landlord insures premises with the knowledge of the tenant and does not expend the money in rebuilding which he has received from the insurance company in respect of the destruction of the premises, the tenant is nevertheless liable to pay rent for the destroyed premises.

C. P. THOMPSON v. PARISH. *Jan.* 28.

Interlocutory costs—Set off—Effect of taking in execution under a Ca. Sa.

The plaintiff having obtained judgment in two actions issued writs of *ca. sa.* and arrested the defendant upon one and lodged a detainer upon the other. The writs being informal, application was made by the defendant for his discharge and a cross application was made by the plaintiff to amend the proceedings. This was accordingly ordered to be done, with a direction that the plaintiff should pay to the defendant the costs of the two applications. The defendant remained in custody.

Held, that these were interlocutory costs which the plaintiff was not bound to pay to the defendant, but which the Court might by virtue of its equitable jurisdiction to prevent its process being abused, order to be set off against the judgment, notwithstanding *that the defendant had been taken in execution.*

The mere taking in execution of a debtor does not extinguish the debt, and the expressions to that effect in the judgment in *Beard* v. *McCarthy*, 9 Dowl. 136, cannot be supported.

The power of the Court to order a set off against a judgment debt for which the debtor is in execution only extends to matters arising out of the same suit as that in which the judgment was obtained.

Simpson v. *Hanley*, 1 M. and S. 696, and *Peacock* v. *Jeffery* 1 *Taunt.* 426, and overruled by *Taylor* v. *Waters*, 5 M. and S. 104.

C. C. R. REGINA v. FLETCHER. *Jan.* 22.

Rape—Girl of imbecile mind—Without consent "Against the will" —13 Edward 1, *Westminster*, 2 *cap.* 34.

The prisoner forcibly had carnal knowledge of a girl, thirteen years of age, who, from defect of understanding, was incapable of giving consent or exercising any judgment in the matter.

Held, that he was guilty of rape, and that it was sufficient in such a case to prove that the act was done without the girl's consent, though not against her will.

C. P. BALFOUR AND OTHERS v. ERNEST. *Jan.* 24, 25.

Joint-Stock company—Power of directors to draw bills of exchange.

The A company, upon which the plaintiffs had a claim in respect of a policy issued by them, attempted to amalgamate with the B company. The directors of the B company drew a bill of exchange and gave it to the plaintiffs in liquidation of their claim. The amalgamation turned out to be ineffectual.

Held, that the directors had no power under the deed of settlement to draw such a bill, and that it was no answer that the plaintiffs did not know that they had no such authority, for they must be taken to know the contents of the deed of settlement.

CHANCERY.

C. C. R. REGINA v. DARIUS CHRISTOPHER. *Nov.* 22.

Larceny—Finding lost property—Felonious intent to appropriate at time of finding—Direction to Jury.

In order to convict the finder of lost property of larceny, it is essential that there should be evidence of a felonious intention to appropriate the property at the time of finding, and evidence of a subsequent intent is insufficient. Upon the trial of the finder of a purse for larceny, the jury were directed that a felonious intent was necessary in every larceny, but that it might be inferred from subsequent as well as immediate acts, and that if they were satisfied *that the prisoner heard* the landlady of a public house, where he subsequently went, speaking of the loss and then did not take measures to make restitution, they might infer felonious intention.