

RECENT DECISIONS.

grounds of objection, by analogy to the practice under the Common Law Proc. Act, (cf. Reg. Gen. Ont. T. T. 141).

In 8 Q. B. D. p. 1 to p. 69, also issued on January 2nd, there appear to be few cases requiring notice here.

CONTRACT OF APPRENTICESHIP.

In the first case, *Royce v. Charlton*, Grove, J. and Bowen, J., held that where a deed of apprenticeship contained the usual provision that the master should teach the apprentice, but there was no express provision as to the place where the contract was to be performed by the master, no stipulation could be implied that it was to be performed at the place where, at the time of its execution, the master carried on business and the parties to the deed resided. Grove, J. observes:—"There may, no doubt, be some hardship in the result, and very likely the parties did not, at the time when the deed of apprenticeship was entered into, contemplate the removal of the business, but we must construe the deed as we have it before us."

The next case *Dalrymple v. Leslie*, we noted among our practice cases, 17 C. L. J. 480, and there seems nothing to require special notice till the case of *Miller v. Brash*, p. 35, is reached, in which a point arose as to the remoteness of damages.

REMOVEDNESS OF DAMAGES.

The plaintiff, in *Millen v. Brash*, delivered to the defendants, who were carriers for hire from London to Rome, a trunk to be sent by rail from London to Liverpool, and thence shipped to Rome. Owing to the defendants negligence the trunk was sent to New York, and a long time elapsed before it was restored to the plaintiff. In the meanwhile the plaintiff repurchased, at Rome, other articles at enhanced prices in place of those temporarily lost, and it was held this was not too remote damage to be recoverable against the defendants. Lopes, J., says:—"Much depends on whether it was a reasonable and necessary act of the plaintiff to buy these articles in Rome.

* * * I think it was both the reasonable and necessary consequence of the defendants' failure to deliver, that the plaintiff should purchase what he did at Rome—a necessity arising from the non-delivery of a trunk, which the defendant, might fairly assume contained wearing apparel. The observations of Mellish, L. J., in the case of *Le Blanche v. L. & N. W. Ry. Co.* L. R. 1 C. P. D. 286, are not inapplicable here. * * * I think the plaintiff would have gone to the same expense and bought the same articles for the use of his wife, if there had been no railway company to look to, and if the trunk had been lost by his own fault. There was nothing extravagant or unreasonable in his so doing.

RAILWAYS DETENTION.

The case of *Gordon v. The G. W. Ry. Co.*, p. 44, construes for the first time (p 49) a condition of a Railway Co. as to the carriage of cattle, viz.: that the company were "not to be liable in respect of any loss or detention of or injury to the said animals, or any of them, in the receiving, forwarding, or delivery thereof," except upon proof that it arose from the wilful misconduct of the company. Groves, J. and Lopes, J., held that the word "detention" as used in this condition does not mean any detention by absolute refusal, but by something that prevents the company from delivering the cattle at the proper time; that withholding under a groundless claim to retain the chattels (as, e. g. in this case, that the carriage had not been paid) after they had arrived at their destination, and ready for delivery, is not a detention "in the receiving, forwarding, or delivery; it is not in the course of delivery, but an absolute refusal to deliver at the end of the transit.

CRIMINAL LAW.

In *Queen v. Martin*, p. 55, the defendant had been convicted, under Imp. 24-25. Vict. c. 100, s. 20 (Dom. 32-33 Vict. c. 20, s. 19) of unlawfully and maliciously inflicting grievous bodily harm upon A and B, in that by putting out the gas, and otherwise, he had