

CROWN CASES RESERVED.

Regina v. Pratt. June 2, 1854.

INDICTMENT FOR STEALING GOODS.—ASSIGNMENT FOR BENEFIT OF CREDITORS.—BAILMENT.

The defendant who, according to arrangement, remained on the premises to complete certain works, had removed goods which were included in an assignment for the benefit of his creditors, with the fraudulent intention of depriving the parties beneficially interested therein, but the jury found that he was not in possession as agent for the trustees at the time of the removal: Held, that he could not be convicted of having stolen the same, as his possession was lawful, and the conviction was quashed.

This was an indictment against the prisoner for having stolen certain property, which he had assigned over for the benefit of his creditors. It appeared that the prisoner carried on the business of a thimblemaker and manufacturer, and that it had been arranged he should be allowed to complete certain unfinished work, and he accordingly remained in possession for the purpose, and had availed himself of the opportunity to remove the property in question. On the trial before the Recorder of Birmingham, the jury found that the property was removed after the assignment, and with the fraudulent intent of depriving the parties beneficially interested under the deed, but that the prisoner was not at the time of such removal in the care and custody of the goods as agent for the trustees.

Bittleston & Field for the prisoner.

A. Wills for the prosecutors.

The *Court* said, that as the finding of the jury clearly negated a bailment, and the prisoner was in lawful possession of the goods, the conviction must be quashed.

Regina v. Featherstone. April 29, 1854.

SIGNATURE OF CASE RESERVED ON DEATH OF JUDGE.—PRACTICE.

On the death of a Judge who tried a prisoner, held that the case which had been reserved could be signed by the other Judge on the circuit.

Huddleston applied for the direction of the *Court* in reference to this case, which had been reserved by the late Mr. Justice *Talsford* but who had died before signing the same.

The *Court* said, that all cases at the assizes were stated to be tried before the two Judges, and that therefore the signing of Mr. Justice *Wightman*, who was on the circuit with the late Judge, would be sufficient.