

defendant; that on the hearing of such cause, it "became a material question whether the said A. had, in the presence of the prisoner, signed at the foot of a certain bill of account, purporting to be a bill of account between a certain firm called A. & Co., and the aforesaid C, a receipt for payment of the amount of the said bill;" and that the said prisoner did "falsely, curruptly, and maliciously swear, that the said A. did, on a certain day, in the presence of the prisoner, sign the said receipt (meaning a receipt at the foot of the said first mentioned bill of account, for the payment of the said bill), whereof," &c.

Held, that the indictment was sufficiently certain.

EX. LANGTON V. HIGGINS. May 5.

Trover—Conversion—Delivery of goods to vendec.

Where there was an agreement between plaintiff and C, for the sale, by C to the plaintiff, of all the oil produced from the whole crop of peppermint grown on his farm in the year 1858, and C, after having had the oil weighed according to contract, and put into the bottles, which the plaintiff had sent for that purpose, sold it to the defendant.

Held, that the bottles having been sent by the plaintiff and filled by C, or his agent, the property in the oil had passed to the plaintiff, and that he could maintain an action of trover against the defendant.

Q. B. WARD AND ANOTHER V. LOWNDERS. May 11, 12.
Common Law Procedure Act, 1854, sections 67, 68, 69—Mandamus—Public Health Act, 1848, sec. 89.

In a claim for a *mandamus* to levy a rate and pay a debt under the Common Law Procedure Act, 1854, it is not necessary to state the specific sum which is due, but the *mandamus* may issue for the sum found to be due by the jury.

The T. Improvement Commissioners, became indebted to the plaintiffs as architects, for work and labour, and plans. Afterwards by a provision order, under the Public Health Act (12 & 13 Vic., ch. 3), confirmed by 18 & 19 Vic., ch. 125, the former Act was applied to the town of T., and a local board of health was substituted for the Commissioners; a provision being made, that, if the property and estate of the Commissioners should be insufficient to discharge their liabilities, such deficiency should be charged upon the rates leviable under the Public Health Act.

Held, that section 89 of the last mentioned Act, which only provides for the payment of charges and expenses which may have been incurred at any time within the six months before making of the rate, did not apply to the liabilities of the Commissioners, which were made a charge upon the rates; and that, therefore, a plea, which stated that the plaintiffs' claim was not incurred within six months, was bad.

C. P. GRINOLD V. BRENDEN. June 15th.

Bill of Sale, filing of, under 17 & 18 Vic., c. 36 "together with" an affidavit &c—Evidence of filing of one, amounting to evidence of filing the other—Public document—Certified copy, 14 & 15 Vic., c. 99, s. 14.

A certified copy (under s. 14 of the 14 & 15 Vic., c. 99.) of the entry under s. 3 of the 17th & 18th Vic. c. 36, in the book kept by the officer of the court of Queen's Bench, of a bill of sale, and of the date of the execution and filing of it, is evidence, not only of the filing of the bill of sale, and of the date of the execution and filing of it, but also of the filing and time of filing of the affidavit, together with which affidavit the bill of sale is, by s. 1 of the 17th & 18th Vic., c. 36, to be filed.

C. P. BENNETT AND ANOTHER V. THE MANCHESTER SHEFFIELD & LINCOLNSHIRE R. Co. June 15th

Railway and Canal Traffic Act—Distinct Railway or Canal—Preference.

A railway company had an old haven and new dock, the latter being in immediate connection with their railway, and the land around the new dock belonging to the company; but the land around the

old haven belonging to other persons. The railway company, by neglect, suffered the old haven to become in such bad condition that vessels which would otherwise have gone into it went to the new dock, to the advantage of the company and to the injury of the persons who possessed the land around the old haven.

Held, that the old haven and new dock being distinct things, this was not an undue preference of themselves which came within the Railway and Canal Traffic Act 1854, that Act applying to preferences on the same railway and canal.

C. P. BUTLER V. ADLEWHITE. April 20th. June 14th.
County Court—Concurrent jurisdiction, 9 & 10 Vic. c. 95 s. 128—15 & 16 Vic., c. 64, s. 4.—Two residences of Plaintiff

The defendant resided and carried on business permanently in London. The plaintiff had two residences, each of which was occupied by the plaintiff and his family during certain portions of the year, the one at his country seat in Warwickshire, the other at his town house in Grosvenor place; the former was more than twenty miles, the latter less than twenty miles from defendant's residence. The cause of action, which was for less than £20, arose in London; and at the time of action brought in this court, the plaintiff and his family were residing at the plaintiff's country seat, in Warwickshire.

Held, that the superior court had concurrent jurisdiction with the county court to entertain the plaintiff's claim within the meaning of the 128th section of the 9th and 10th Vic., c. 95; and the court discharged a rule calling on the plaintiff to show cause why the proceedings should not be stayed, on payment of the debt without costs, holding that the plaintiff was entitled to his costs under the 4th section of the 15th and 16th Vic., c. 64.

EX. MCKEWARD V. ROLT. June 16th.

Practice—Interrogatories—Common Law Procedure Act 1854 s. 51. The officer of a Banking Company, constituted under 7 Geo. 4, c. 46, can have interrogatories delivered to him under 51st section of the Common Law Procedure Act 1854.

Q. B. REGINA V. CLARKE. June 16th.

Writ of error—Fiat of Attorney General—Quo warranto.

If in an information of a *quo warranto* the Attorney General have granted his fiat that a writ of error may issue, the court will not interfere, the first being conclusive.

EX. LIVERSIDGE V. BROADBELL. June 15th.

Contract—Agreement to pay debt to a person other than the creditor. Consideration.

C, a builder was indebted to L, a timber-merchant in the sum of £113 for which he had given two bills of exchange. B was indebted to C in a larger amount. Upon C being applied to for payment of one of the bills which had become due, he wrote and signed the following document: "I hereby agree to authorize B to pay L on his order the sum of £113, the amount of two acceptances, together with expenses on the bills, and interest thereon towards my account, for building the cottages at W. B to debit my account with the above money; also L's receipt to B I acknowledge shall be binding between myself and B on the contract." This document was taken by L to B who wrote thereon the word "acknowledged," and signed his name thereunder.

Held, that there was no binding agreement by B to pay the money to L there being no consideration for the promise and that an action could not be maintained by L against B for recovery of the money.

CHANCERY.

V. C. K. BAUER V. MITFORD. June 4th, 9th.

Exceptions—Pedigree—Evidence—Hearsay evidence.

Hearsay evidence is admissible in cases of pedigree, being statements of living witnesses as to that which they have heard persons, now deceased, say with respect to the pedigree of