

include no more than the money actually paid for materials used and work done by the contractor, and therefore did not include interest thereon as claimed by him and with this conclusion the Judicial Committee of the Privy Council (The Lord Chancellor and Lords Davey, Dunedin and Atkinson, and Sir Arthur Wilson) agreed.

CONTRACT—BREACH OF CONTRACT—PENALTY—LIQUIDATED DAMAGES.

*Diestal v. Stevenson* (1906) 2 K.B. 345 was an action for breach of contract in which the sole question was whether a stipulation in the contract for a penalty in case of breach was to be regarded as a penalty or as liquidated damages. The contract was for the delivery of coal of different qualities, and the contract provided "penalty for non-execution of this contract by either party one shilling per ton on the portion unexecuted, and the amount of proved loss, if any, on freight actually arranged by us." The action was by the vendee for non-delivery of the coal and the plaintiff claimed that the shilling a ton was a penalty, and might be disregarded in estimating the damage, and that he was entitled to recover the difference between the contract price and the market price at the place of delivery which greatly exceeded the 1s. per ton. Kennedy, J., who tried the action, held that the 1s. per ton was, in the circumstances of this case to be taken as liquidated damages and that the plaintiff was not entitled to anything in excess of that amount.

CRIMINAL LAW—LARCENY—SEPARATE PROPERTY OF MARRIED WOMAN IN THE HOUSE OF HER HUSBAND.

In *Rex v. Murray* (1906) 2 K.B. 385 the short point decided by the Court for Crown Cases Reserved (Lord Alverstone, C.J., and Kennedy, Darling, Jelf, and Lawrance, JJ.) was, that where a person is indicted for larceny of property which was the separate property of a married woman, it was bad to allege in the indictment that the property was that of her husband though it was stolen from his house. The conviction of the prisoner was therefore quashed.