

C. P. BERWICK v. HANSFALL ET AL. April 22
Evidence—Lost written document—Parol evidence of contents—Who to construe.

Where it is proved that a written document is lost and its contents are then proved by parol evidence, it is for the judge and not the jury to interpret the meaning of such contents as so proved.

C. P. PUGH ET AL. v. SPRINGFIELD ET AL.
Guarantee—Damages—Joint agreement.

A. B. and C., the plaintiffs having each a separate interest in certain property took a covenant from F. that he would execute certain works thereon, by a day fixed and a guarantee by G. and H. the defendants for the performance of this covenant.

Held, that the damages which the plaintiff's had incurred separately could be recovered under the guarantee in a joint action.

C. C. R. REGINA v. FRANCIS GRIFFITHS. April 24.
Forgery—Alteration by a master of a receipt for money for the purpose of charging the company.

It was the duty of the prisoner, a Railway Station master, to pay B. for collecting and delivering parcels and the company provided a form in which the charges were entered by the prisoner under the heads of "Delivery" and "Collecting" respectively. The prisoner having falsely told B. that the company would not pay for delivering, but only for collecting, continued to charge the company for collecting and delivering; and in order to furnish a voucher after paying B's servant the sum entered in the form for collecting and obtaining his receipt in writing for that amount without either his or B's knowledge, put a receipt stamp under this servant's name and put therein in figures a larger sum than he had paid being the aggregate for collecting and delivering.

Held, that the prisoner was guilty of forgery.

C. C. R. REGINA v. MOAIL. April 24.
Forgery—Letter of recommendation.

A false letter of recommendation by which by uttering it to a chief constable the prisoner obtained a situation as constable is the subject of forgery at Common Law.

BRAMWELL, B., *dubitante*.

EX. BELL v. FEATHERSLINE. April 27
Bill of Exchange—Onus of proving consideration—Accommodation bill—Evidence of fraud.

In an action on a bill by indorsee against drawer the defendant pleaded that the bill was delivered to one W. for the purpose of W. getting it discounted and paying the proceeds to the defendant and without any consideration; that in violation of this purpose and without the authority of the defendant, W. indorsed the bill to the plaintiff without value or consideration. At the trial the defendant proved that the bill was accepted by R. for his the defendant's accommodation, that he delivered the bill indorsed in blank to W. on the terms mentioned in the plea, and that he had not received any proceeds from W. By the evidence addressed for the plaintiff it appeared that when W. gave the bill to the plaintiff he represented that the bill was his (W's.)

Held, that there was sufficient evidence of fraud to throw the onus of proving consideration on the plaintiff; that the judge therefore ought to have left the evidence to the jury and was wrong in ruling that the defendant had failed to make out any case.

Q. B. FARINA v. SILVERLOCK. April 29.
Trade mark—Infringement of a fraud—Knowledge of defendant.

Where a person prints and sells labels having the peculiar registered trade mark of another firm.

Held, that such person is liable in an action at the suit of the owner of the mark if he prints and sells such labels, knowing that they are to be used for the fraudulent purpose of being applied to spurious imitations of the plaintiff's goods.

Q. B. BEARDSALL v. CHEETHAM. May 3.
Practice—Consolidation of actions brought by an Attorney on separate bills.

Where an Attorney did different kinds of professional work for a client, and after all the business was transacted, sent in a bill for one part of the business, and subsequently sent in a bill for the other part, and commenced an action for the first part of the business before the expiration of a month in respect of the delivery of the second bill and after that expiration, commenced an action for the other part, the Court (*dissentiente ERLE, J.*) consolidated the two actions.

EX. ROSS v. BURGESS. May 1.
Compulsory order of reference—Power of Court to set aside award, or to remit case to arbitrator.

The Court has no more power to set aside an award, or to remit a case back to the arbitrator when the reference is compulsory under the Common Law Procedure Act, 1854, than where the reference is by consent.

EX. LINFOOD v. LAKE. April 30.
Action—False imprisonment—Pleading—Mitigation of damages—Evidence admissible under general issue.

In an action for false imprisonment, evidence is admissible in mitigation of damages under the general issue showing that the plaintiff has committed a misdemeanour; provided it does not afford a justification of the trespass alleged.

EX. MANLEY v. THE ST. HELENS RAILWAY AND CANAL COMPANY. Jan. 26

Tort—Immunity of trustees for public purpose—Canal Company—Parliamentary works—Insufficiency of—Bridge connecting highway intersected—Effect of recital in Act of sufficiency of works.

Certain projectors of a Canal were empowered by Act of Parliament, 28 Geo. II., cap. 8, and 2 Geo. III., cap. 56, to make a canal, and in its construction to intersect highways, and to connect the parts of the highway so intersected by a sufficient swivel or other bridge. The Company amongst other works, made a swivel bridge connecting a highway intersected by the canal. By a subsequent Act, 11 Geo. IV., cap. 50, it was recited that "the navigation cut or canal, and the other works authorised to be made by the said recited acts have long since been made and completed." While the swivel bridge was open to allow for the passage of a boat on the canal, a passenger on the highway fell into the canal and was drowned. It was a dark night and there was only one lamp near the bridge, and no fence, when the bridge was opened to screen the canal from the highway nor any watchman to warn passengers thereon. The canal was used by the public with boats, on the payment of certain rates or tolls to the Company for the privilege. The Company had not any servant at the bridge; it was opened by the boatmen themselves; and when the deceased fell into the water the boat had not passed the bridge. An action was brought against the Company, under Lord Campbell's Act. The jury at the trial, found that it was by reason of the want of sufficient light that the accident happened; and the verdict was entered for the plaintiff.

Held, first, that the Canal Company were not in the position of trustees for a public object who derive no emolument from its performance; and that they were, therefore, responsible if damage was sustained by reason of their negligence. Secondly, that assuming their powers, justified the erection of a swivel bridge to connect a public highway intersected by the canal, they were bound to accompany it with precautions reasonably necessary for the safety of the public. Thirdly, that the recital in the Act did not amount to a declaration that all existing works were sufficient, so as to give the Company immunity if they were insufficient, and damage were sustained by reason thereof. Fourthly, that Lord Campbell's Act applies to a case where the death has been sustained from the act of another, which is only actionable by reason of special damage. Fifthly, that the action was properly brought against the Company, and not against the boatman, since