warehouse-room for some pictures pledged with him. We are happy to find that the magistrate before whom the complainant came, expressed a decided opinion that this was an unwarrantable extortion. He said "After looking at the Pawnbrokers' Act, I find there nothing respecting warehouse-room, and I consider it a dangerous matter for a pawnbroker to make additions to an Act of Parliament, which was intended to protect persons who pledge property with him. I do not think that even the consent of the person pledging an article would make the transaction legal."

Were such a change to be allowed, we should very soon hear that persons whose course of business now inconveniently exposes them to actions of trover, to say the least, would indemnify themselves against risk by demands of heavy payments under the name of warehouse-room for every small article pledged. Such an attempt at evasion of the Act was rightly treated by the magistrate by the infliction of a fine of five pounds on the offender.

We do not suggest that the particular pawnbroker in question had been dealing otherwise than honestly, but it is evident that his practice, if recognized and followed, could be easily perverted to the establishment of an "indemnity fund." Those who deal with honest customers might find a difficulty in imposing such exorbitant terms, but the thief would be ready to take what the pawnbroker chose to give him, and if he could afterwards justify the charge in cases which were not proved to have been dishonest he might make himself practically safe from loss by detection in those cases where he had to disgorge the stolen goods.—*Solicitors' Journal.*

MAGISTRATES, MUNICIPAL & COMMON SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

False Pretences — Larceny. — A servant whose duty it was to obtain from his master's cashier so much money as he required for the payment of dues, asked for and obtained more than he knew was necessary, and applied the surplus to his own use. This was not larceny, but false pretences: (*The Queen* v. *H. Thompson*, 32 L. J. N. S.; Mag. Cas. 57.)

Magistrate — Trespass—Joint Tort—Evidence.—The warrant of a magistrate is only *primâ facie*, not conclusive, evidence of its contents; as, for instance, of an information on oath and in writing having been laid before him. Such information must be under Con. Stats. C. cap. 102, sec. 8, not only on oath, but in writing; and, except on an information *thus* laid, there is no authority to issue the warrant. In this case, the magistrate having acted in direct contravention of the statute, in issuing a warrant without the proper information under the statute, or without even a verbal charge having been laid against the plaintiff, and there being no evidence of *bona fides* on his part, the court held that he was not entitled to notice of action. *Semble*, 1. That the fact of a magistrate issuing a warrant without the limits of the county for which he acts does not necessarily disentitle him to notice of action. 2. That such notice will be bad, if it omit the time and place of the alleged trespass. A general verdict, on a declaration containing one count in trespass and another in case, is not bad in law. But in this case, the court being of opinion that there was only one joint cause o action against the defendants, that is the arrest, restricted the verdict to that count. *Held*, also, that a joint tort was sufficiently established against the defendants by evidence that one procured the warrant to be issued and the other issued it; that both knew no charge had been made against plaintiff; that tho warrant was given by the one to the other for the arrest of plaintiff, who was accordingly arrested upon it, and that illegally. *Held*, also, that the effect of this evidence was not destroyed by the fact, that the arrest was made in another county and under the authority of another magistrate's endorsation upon the warrant; for that that endorsation was not strictly the authority to arrest, but merely to execute the original warrant; and that the arrest was wrongful not from the endorsation, but from the antecedent illegal proceedings of the defendants; and that the defendant who issued the warrant was as much responsible as if the arrest had been made in his own county. *Semble*, 1. That if it had appeared that defendant who issued the warrant, was liable in *case* only, and malice of some special kind, porsonal to himself, in which his co-defendant was not, and could not be a partaker, had been proved, a joint action would not lie against both. 2. That one defendant might have been convicted in trespass and the other in case: (*Friel* v. *Ferguson et al.*, 15 U. C. C. P. 584.)

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

Railway Ticket "good for twenty days"—Right to stop at intermediate Stations. — The plaintiff purchased from defendants a ticket from Buffalo to Detroit, marked, "Good only for twenty days from date." He took defen-