which the cargo was to be delivered to the assignee of the bill, "paying freight." In the margin of the bill of lading it was stated that there were eight days for unloading in L. The bill of lading was assigned, and the assignee received the cargo in L., and paid the freight. The vessel having been detained over the eight days in unloading,

Held, that the assignee of the bill of lading was not liable to pay for demurrage on such detention.

E. X. COLLARD v. THE SOUTH EASTERN RAILWAY CO. *May 34.*

Carriers—Goods sent for sale and injured—Measure of damages.

Hops were delivered to a railway company to be carried to London, and were injured by water on the road, some being destroyed and the remainder requiring several days' preparation before they could be rendered marketable. In the interval the market fell.

In an action against the company a verdict was found for the plaintiff.

Held, that the jury were right in taking into their consideration the difference between the value of the hops on the day when they should have been delivered and the day on which they were actually delivered in a marketable condition.

Q. B. BARTLEY v. HODGES. *June 4.*

Colonial sequestration—Debt contracted in England.

A certificate of discharge under the insolvent law of Victoria is no defence to an action on a bill of exchange drawn upon defendant by an English creditor, and accepted by defendant in England.

E. X. JONES v. PLATT. *May 8.*

Interrogatories administered before declaration—Infringement of patent—Statute of limitations.

The Court refused leave to administer interrogatories in an action for infringement of a patent before declaration, where the patent had expired more than five years before the writ was issued, and the interrogatories were directed to a discovery of the articles made and sold by the defendant during a period of several years.

Q. B. PAYNE v. REVANS. *May 27.*

Malicious prosecution—Reasonable and probable cause—Malice—Jury.

In an action for a malicious prosecution the question of malice was never in terms left to the jury. The Court made a Rule absolute for a new trial, although the rule *nisi* was not obtained on the ground of mis-direction.

Q. B. REGINA v. BOYES. *April 30.*

Privilege of witness to refuse an answer tending to criminate himself—Duty of Judge to compel witness to answer.

Upon the trial of the defendant for bribery a witness was called upon to give in evidence the receipt of a bribe by him from the defendant. Upon his objecting to answer, on the ground that his answer would criminate himself, a pardon under the great seal was offered and accepted by him; but he still refused to answer on the same ground.

Held, that as the pardon protected the witness against every proceeding except an impeachment by the House of Commons, and as there was no probability whatever, under the circumstances of the case, that witness would ever be subjected to such a proceeding for the matter which he was called upon to give in evidence, he was not privileged from answering.

Held also, that the Judge was bound to compel the witness to answer.

C. C. R. REGINA v. PARKER AND ANOTHER. *June 1.*

Evidence—Confession—Inducement in presence of persons in authority.

Upon an indictment of two brothers—J. for stealing and G. for receiving—it was proved that J. and a third brother, W., were in the service of the same master; that J. G. and W. were at G.'s house when a policeman found the stolen goods there, and sent for J. and G.'s master, and, the five having gone together into G.'s parlor, charged W. and J. with stealing and G. with receiving; that upon this W. said, "Well, J., you had better tell Mr. W. (their master) the truth." Neither the master nor the policeman dissented nor made any remark, whereupon J. confessed. On his way to the station, J., of his own accord, made a further confession. Upon being taken before the magistrates they discharged W., but committed J. and G. for trial.

Held, J. and G. having been convicted on the evidence above, that the conviction was right.

E. X. *May 1.*

WESTHEAD AND OTHERS v. SPROSON AND ANOTHER.

Guarantee of past and future debts of another—What consideration valid.

A. guaranteed to B. the past and future debts of C., in consideration of B. agreeing to supply C. with such goods as C. might require, and B. might think fit to supply.

Held, that a future supply of goods by B. to C. was a condition precedent to a right on B.'s part to sue the guarantor for the past debts of C.

That an agreement to supply only such goods as B. "might think fit," was not a good consideration for the guarantee.

Q. B WILT, AMOR v. AMISS. *April 19, 28.*

Donatio mortis causâ—Policy of life assurance.

A policy of life assurance may be the subject of a *donatio mortis causâ.*

B. C. *June 11.*

DAVENPORT v. VICKERY (In the matter of an award).

Arbitration—setting aside an award—Improper reception of evidence.

Where a letter book, containing copies of letters which had been adduced in evidence before an arbitrator, and marked by him as read, was, at the close of the case, left in his hands in order that he might, before making his award, refer to the copies so adduced; and he referred to a copy of a letter contained in the book which had not been marked as having been adduced in evidence, HILL, J., directed that the case should be referred back to the arbitrator, in order that the party against whom the letter complained of had been used might have an opportunity of explaining its contents; but refused to set aside the award.

Q. B. DAY v. HEMING. *June 4.*

Demurrer to pleas—Action for work and labour—Illegal contract.

Where a printing press is not registered according to the provisions of 39 Geo. III., c. 79, s. 23, a plea setting up this as a defence to an action for work done by the plaintiff in printing a book for defendant is good. In this case the pleas in which this defence was pleaded, were held bad, as not excluding a due registration of plaintiff's printing press, and the Court refused to allow an amendment.

C. P. *May 30.*

DE PASS AND OTHERS v. BELL AND WOODHOUSE.

Bill of exchange—Consignment of goods—Bankruptcy.

The plaintiffs, consignees of goods, accepted a bill drawn by the consignor, under an agreement that they were to be paid the amount of the bill out of the proceeds of the goods, the deficiency, if any, to be made good, and interest on the amount of the bill from maturity till the goods were realized to be paid by the consignor. The consignor becoming bankrupt, without having negotiated the bill, it was presented by the defendants, the assignees, and paid to them by the plaintiffs in ignorance of the character in which they held. The goods realising less than the amount of the bill.

Held, in an action brought by the plaintiffs to recover the deficiency, that they were not entitled to recover.