

Court (Ridley and Scrutton, JJ.) reversed the order as being unauthorized in the circumstances.

FATAL ACCIDENT—DAMAGE—CHILD—PROSPECTIVE LOSS—FATAL ACCIDENTS ACT, 1846 (9-10 VICT. C. 93) SS. 1 AND 2—(1 GEO. V. C. 23 S.S. 2, 4 (ONT.)).

*Taff Vale Ry. Co. v. Jenkins* (1913) A.C. 1. This was an action under the Fatal Accidents Act (9-10 Vict. c. 93), (see 1 Geo. V. c. 33. (Ont.)), by a father to recover damages for the loss of a daughter aged sixteen who was killed by the negligence of the defendants. It appeared that she lived with her parents and was nearing the completion of her apprenticeship as a dressmaker and was likely in the near future to be able to earn a substantial remuneration. The jury awarded £75 damages, for which the judge at the trial gave judgment. The defendants appealed but the judgment was affirmed though the judges were divided in opinion. Williams, L. J., was for affirming the judgment. Farwell, L. J., for dismissing the action and Kennedy, L. J., was in favour of a new trial on the ground that the damages were excessive. The House of Lords (Lord Haldane, L.C. and Lords Macnaghten, Atkinson, Shaw and Moulton), affirmed the judgment, holding that in such cases it is not necessary to show that the deceased was actually at the time of death a source of pecuniary benefit to the party who sues, but that it is sufficient if it is shown that there was a reasonable expectation of pecuniary benefit from the deceased, and their Lordships were of the opinion that the damages were not excessive.

VENDOR AND PURCHASER—SALE OF SHARES—REPRESENTATION—WARRANTY—TEST OF WHAT IS A WARRANTY.

*Heilbut v. Buckleton* (1913) A.C. 30. In this case the House of Lords (Lord Haldane, L.C. and Lords Atkinson and Moulton), reversed both the judgment of the Court of Appeal and that of the judge at the trial. The action was brought by the plaintiff to recover damages for a false representation, whereby he was induced to subscribe for shares in a certain Company which proved a loss. The facts were that the defendants, a firm of high standing, underwrote a large number of shares of the company in question, and directed their agent, one Johnston, to procure purchasers therefor. Johnston brought the company to the notice of a gentleman who had acted as a broker for the plaintiff, and from his office the plaintiff telephoned Johnston—"I understand you are bringing out a rubber company," to which Johnston replied, "yes;"