

of the public, and which common nuisance did at Tennycape aforesaid on the said 16th day of July, 1906, occasion actual injury to S. and others."

*Held*, that the indictment was bad as not alleging an injury to the person of anyone, and as not closing with the words "to the common nuisance, etc.," and as not describing with sufficient certainty the locality of the road and of the obstruction.

Granting that judicial notice could be taken of the fact that the municipality of East Hants was within the County of Hants the same could not be said of Tennycape where the prosecutor and others were said to have been injured.

*Christie, K.C.*, for the Crown. *Sangster*, for defendant.

Longley, J.]

LANGILLE v. ERNST.

[Oct. 29.

*Collision—Measure of damages—Loss of profits.*

In an action claiming damages for collision with a vessel lying at anchor in port at night a part of the damages claimed was for loss of fishing during the season, the vessel having been laid up as a result of the accident for a period of twenty-six days.

*Held*, that in the absence of data to fix the sum, although it was probable that loss did result from such detention the damages must be confined to the sum actually proved as shewn by the bills.

*J. A. McLean, K.C.*, and *Freeman*, for plaintiff. *J. A. Roberts*, for defendant.

Graham, E.J.]

MASSEY-HARRIS CO. v. ZWICKER.

[Nov. 2.

*Bills and notes—Action against guarantor—Consideration—Agency—Termination—Notice—Damages—Contract—Repugnant clause.*

Plaintiffs sent to defendant two bicycles for sale on commission. The bicycles were sold by defendant to D. and E. and promissory notes taken in payment. The notes were sent to plaintiffs, but were returned to defendant who signed a printed form indorsed on the back of each note and returned them to