

*Co.* (1900) 2 Q.B. 530 (see *ante* vol. 37, p. 58), held that as there was no evidence that the conductor had any authority to drive the omnibus, the plaintiff could not recover and he dismissed the action. The Court of Appeal (Buckley, Phillimore, and Pickford, L.JJ.) ordered a new trial, distinguishing the case from the *Beard* case because in the present case the driver was present, and in the *Beard* case he was absent, and so far as appeared, without any negligence on his part; and the question in this case was whether the driver had properly discharged his duty in permitting the conductor to drive, or if he did permit him, then in omitting to see that he drove properly—which questions the Court held must be submitted to a jury.

CONTRACT—BREACH OF CONTRACT—DAMAGES—BREACH OF CONTRACT OCCASIONING PENAL OFFENCE—WHETHER FINE AND COSTS RECOVERABLE AS DAMAGES FOR BREACH OF CONTRACT.

*Leslie v. Reliable Advertising Co.* (1915) 1 K.B. 652, seems a rather hard case. The plaintiffs were money-lenders and as such issued circulars to the public and employed the defendants to address and send them out. By the terms of the contract with the defendants no circular was to be sent to a minor. The sending of such circulars to minors being a penal offence under the Betting and Loans (Infants) Act, 1892. In breach of their contract the defendants addressed and sent a circular to a minor and the plaintiffs were convicted and ordered to pay a fine and costs. This fine and costs and the costs they were put to in defending themselves the plaintiffs claimed to recover in this action, but Rowlatt, J., held that the plaintiffs had no right to recover against the defendants any of the damages they had been put to by breach of the criminal law, and that there is no right of indemnity in such cases; because a person convicted of a criminal offence is not entitled to the assistance of a court of justice to ease himself of the punishment by the recovery over either of the amount of the fine or costs from some other person. He therefore held that the plaintiffs were only entitled to nominal damages.

MONEY LENDER—EXCESSIVE INTEREST—HARSH AND UNCONSCIONABLE TRANSACTION—QUESTIONS OF LAW OR FACT—MONEY LENDERS ACT 1900 (63-64 VICT. c. 51), s. 1—(R.S.O. c. 175, s. 4).

*Abrahams v. Dimmock* (1915) 1 K.B. 662. The only point in this case which needs to be noted here is the fact that the Court