

**C.C.R.**                      **REG. V. LEECH.**                      *April 26.*  
*False pretences—Venue—Jurisdiction.*

A letter containing a false pretence was received by the prosecutor through the post in the borough of C., but it was written and posted out of the borough. In consequence of that letter he transmitted through the post to the writer of the first a postoffice order for £20 which was received out of the borough.

*Held*, that in an indictment against the writer of the first letter for false pretences the venue was well laid in the borough of C.

**Q.B.**                      **JEWELL ET AL V. STEAD.**                      *May 2.*  
*Tolls—Local act—Prohibition to erect tolls within three miles of B.—How distance to be measured.*

Where by a local Act, Trustees of a turnpike road were prohibited from erecting tolls within three miles of B.:

*Held*, that the distance was to be measured as the crow flies.

**SCOTT V. THE MAYOR, ALDERMEN AND CITIZENS OF MANCHESTER.**                      *April 30.*  
**EX.**                      *Master and servant—Public commissioners—Liability for acts of workmen.*

The municipal corporation of M. were empowered by act of Parliament to do all the necessary acts for lighting the borough and to supply the inhabitants with gas at such rates as should be agreed between them and the persons supplied; and they were directed to apply the money received from the gas-works "in paying off the mortgages and annuities secured thereon, and in payment of certain expenses connected with their gas-works, and as to the residue of such monies in and towards the improvement of the township of M.;" and they were authorized for a period of 10 years to apply such portion of the residue as they might think fit—not exceeding one moiety thereof towards payment of the annual expenses to be incurred in supplying the inhabitants of the borough with water, and in reduction of the water-rate—while servants of the corporation were fixing a gas-pipe in a public street in M., by their negligence a piece of metal was projected with violence, and struck a passenger, and put out his eye.

*Held*, that an action was maintainable against the corporation for the damage so occasioned.

**C.P.**                      **RODGERS V. PARKER.**                      *Jan. 22, May 7.*  
*Distress—Irregularity—No damage.*

The 4th count of the declaration stated that the defendant having distrained certain growing wheat as a distress for rent, and having caused it to be cut and carried away, instead of impounding, appraising and selling it, suffered other persons to carry it away, and convert it to their own uses, whereby, &c. The 6th count was in trover.

It was proved at the trial that the defendant seized plaintiff's growing wheat as a distress for rent, and sold it on the premises in a growing state; that the purchaser cut the wheat and carried it away, and that the surplus of the proceeds of the sale, after satisfying the rent, was paid over to the plaintiff. The jury found that the plaintiff sustained no damage by this transaction.

*Held*, that under these circumstances the Judge properly directed a verdict for the defendant.

**EX.**                      **TATTON V. WADF.**                      *May 9.*  
*False representation of credit—Lord Tenterden's Act 9 Geo. cap. 14, sec. 6—Representation partly written, partly oral.—Damages.*

C., while negotiating with the plaintiff for the hire of furniture, referred her, as to his credit, to the defendant; and,

partly induced by the defendant's false representations in writing, and partly by her subsequent false oral representations, the plaintiff parted with her furniture and suffered loss.

In an action for false representation, the Judge directed the jury that if they were of opinion and believed that the plaintiff was substantially and mainly induced by the written representation, she was entitled to their verdict.

*Held*, that the direction was right.

**EX.**                      **LEE V. VESEY.**                      *May 5.*  
*Distress—Joint warrant executed by one—Distress for rates.*

Commissioners for draining a district and restoring and maintaining the navigation of a river, were empowered by Act of Parliament to impose rates and enforce payment by distress. Acting under the Act, they made a warrant addressed to two, authorizing them jointly to distrain, and the distress was made by one only.

*Held*, (per Alderson, B., and Bramwell, B.) that the distress was not not on that account illegal. Per Pollock, C.B., that the making the warrant joint, instead of joint and several, was "a defect or want of form" within the meaning of a section in a Statute providing that the distress should be deemed unlawful, nor the parties making the same trespassers "on account of any defect or want of form in the summons, conviction, warrant of distress, or other proceeding relating thereto."

**C.B.**                      **AULTON ET AL V. ATKINS.**                      *May 5 & 6.*

*Implied covenant—Debt due from partner to the firm.*

Declaration in covenant that the defendant and his partner, Leedham, by deed assigned to the plaintiffs all and singular the copartnership stock in trade, fixtures, debts, sum and sums of money, and all other the personal estate, effects, and property whatsoever of the defendant and Leedham; that the defendant was indebted to the copartnership.

First breach: that the defendant had not paid the amount of that debt to the plaintiffs.

Second breach: that the defendant had not transferred to the plaintiffs a bill of Exchange payable to the order of the defendant (being part of the personal estate and effects and property of the copartnership,) and had incapacitated himself from so doing by parting with the possession of it.

*Demurrer:*

*Held, first*, that there was no implied covenant by the defendant to pay to the plaintiffs a debt due from himself to the copartnership.

*Secondly*, (on the authority of *Wards v. Audland*, 16 M. & W., 872) that there being an assignment by deed of the bill of Exchange there was an implied covenant that the defendant would not do anything in derogation of his own deed.

**C.C.R.**                      **REG. V. ROEBUCK.**                      *May 3.*

*False pretences—Misrepresentation of the quality of an article offered as a pledge—Evidence of scienter.*

A false and fraudulent statement to a pawnbroker that a chain offered as a pledge is of silver, is indictable under the Statute 7 & 8 Geo. IV., cap. 29; and upon the trial of such an indictment, evidence is admissible of similar misrepresentations made to others about the same time, and of the possession of a considerable number of chains of the same kind.

**C.O.R.**                      **REG. V. BURCON.**                      *May 3.*

*False pretences—False pretences that a house was built upon land offered as security for a loan.*

A. applied to B. for a loan upon the security of a piece of land, and falsely and fraudulently represented that a house