ABSTRACTS OF RECENT ENGLISH CRIMINAL LAW CASES.

Criminal Law—Embezzlement—Larceny.—The prosecutor gave some marked money to J. W. to expend at his (prosecutor's) shop, for the purpose of detecting a servant of whom the master had suspicions. The servant was convicted of embezzling a portion of the marked money: *Held*, upon the authority of *Rex* vs. *Headge* (2 Leach's C. C. 1033), that the conviction was right. *Reg.* vs. *Samuel Gill*, 18 Jur. 70; 23 L. J. M. C. 50; 18 J. P. 103. (Court of Crim. App.)

Embezzlement—Money received on account of master.—W. had contracted with the Great Northern Railway Company to provide horses and carmen for the delivery of their coals. By the terms of the agreement, W. was to provide a sufficient number of steady and honest carmen for the delivery of the coals, and "for collecting and receiving and duly accounting for the moneys received for the same;" such carmen were "to obey, perform and execute" the orders of the company's manager in all things connected with the delivery of the coals, "and receipt and payment of moneys" received by them; and further, it was agreed that W. or the carmen should daily "well and truly pay, account for, and deliver to the said company's coal manager all cheques, moneys," &c., which they might receive in payment of the coals. The course of business was for the carmen to receive delivery notes and receipted invoices from the company's office. The former they took to W.'s office for the purpose of being entered in his books, but the invoices were left with the customer on payment of the account. The prisoner was a carman of W., and the case found that it was his duty to pay over direct to the company's clerks any money he received for coals. He, however, having delivered coals to a customer, received the money and appropriated it to his own use, and was then indicted for embezzling the moneys of W., his master: *Held*, by a majority of the judges, that there was a privity between the prisoner and the company, so as to make him their agent; that he agreed to pay the money to them, and therefore he had not received it on account of W., and was wrongfully convicted of embezzling W.'s money. *Reg.* vs. *Edward Beaumont*, 18 Jur. 159; 23 L. J. 54 (M. C); 18 J. P. 103. (Court of Crim. App.)

Evidence—Receiver of stolen goods.—A and B were were indicted, the former for having stolen certain goods, the latter for having received same,

knowing them to have been stolen. It was proved that A brought the goods in question into the shop of B, and requested that the servant of B might take them to a pawn-office, for the purpose of raising money on them. B assented to this, and the servant subsequently handed the amount of the loan to A. It did not appear that, except as above, the goods had ever been in the possession of B. A having pleaded guilty to the charge of stealing, B was found guilty by the jury of receiving. A question having been reserved for the opinion of this Court, as to whether the above facts amounted to such a possession as would sustain the indictment: *Held*, that they did, and that the conviction was right. *Reg.* vs. *Miller*, 6 Ir. Jur. 143. (Court of Crim. App. Ir.)

Evidence—Stamp—Receipt—Collateral fact.—A document, not purporting on the face of it to be a receipt for the payment of money, may be shown to be a receipt by evidence *aliunde*, and thus be brought within the Stamp Laws. (See *Rex* vs. *Hunter*, 2 Leach's C. C. 624; 2 East, P. C. 928.) Therefore, where it was proved to be a course of business between two parties, upon the payment of money in discharge of debts due from one to the other of them, merely to get the signature of the party receiving the amount to an entry in a book containing the date, the name of the creditor and the amount of the debt, such entry was held to be a receipt within the meaning of the Stamp Laws. Upon the trial of the clerk of the payee, who had so signed his name, for embezzling a sum of money so paid and received, the whole of such entry, though unstamped, and though referring to a sum exceeding 2*l.*, was read to the jury for the purpose of identifying the prisoner as the person to whom the money was paid, and who signed the entry: *Held*, that the entry was not admissible in evidence, as, coupled with the extrinsic testimony, it proved a material fact against the prisoner, viz., the receipt of the money, and that, for the purpose of identifying him, only the signature should have been put in and proved after it had been shown that the money was paid to the party who signed the book. *Reg.* vs. *H. N. Overton*, 18 Jur. 134; 23 L. J. 29 (M. C.); 18 J. P. 119. (Court of Crim. App.)

Evidence—Witness to discredit—Distinction between witness to discredit prosecutrix and witness to collateral issue.—A witness may be called to prove that, on a former trial, the prosecutrix made statements inconsistent with those made by her on the second trial of the case, and the admission of such evidence may be distinguished from allowing witnesses to be examined to disprove statements not relevant to the issue. *Reg.* vs.

Rorke, 6 Cox Cr. Cas. 196. (Per Lefroy, C. J., and Monahan, C. J., Ir.)

False pretences—Inferring pretence from conduct.—The London and Brighton Railway Company were in the habit of advancing small sums of money to persons sending goods to be carried by their railway on the faith of receiving such sums from the consignee on the delivery of the goods to him. The defendant went to the principal railway station, and gave a clerk there a card, on which was written, "Case to Brighton, 11s. 9*d.* to pay;" at the same time requesting that the case might be sent to a certain tavern, and forwarded to its destination. The card was, in the ordinary course of business, sent to the goods station of the company with the message left by the defendant, and the manager there directed a carman to fetch the case from the tavern, and to pay the 11s. 9*d.* This was done. The case was sent to Brighton, but the address written upon it was found to be a fictitious one, and, on opening the case, it was found to contain nothing but brickbats and other rubbish: *Held*, that these facts did not support an allegation of a false pretence that the box contained valuable articles. *Reg.* vs. *Partridge*, 6 Cox Cr. Cas. 182. (Per Common Serjeant, after consulting Jervis, C. J., and Coleridge, J.)

False pretences—Variance—Evidence.—Upon a charge of obtaining money by false pretences, it is sufficient if the actual substantial pretence, which is the main inducement to part from the money, be alleged in the indictment, and proved; although it may be shown by evidence that other matters not laid in the indictment in some measure operated upon the mind of the prosecutor as an inducement for him to part from his money. *Reg.* vs. *Hewgill*, 18 Jur. 158. (Court of Crim. App.)

Felony—Maliciously throwing stones, &c. against railway carriages.—To constitute a felony under the statute 14 & 15 Vict. c. 19, s. 7, which enacts, "that if any person shall wilfully and maliciously cast, throw or cause to fall or strike against, into or upon any engine, tender, carriage or truck used upon any railway, any wood, stone or other matter or thing, with intent to endanger the safety of any person being in or upon such engine, tender, carriage or truck, every such offender shall be guilty of felony," it is necessary that the stone or other thing used should be thrown against and strike an engine, tender, carriage or truck, having a person or persons in or upon it; and, therefore, although a stone may be thrown at a train with intent to injure persons being therein, yet, if it strikes a car-