1840.

STOCKDALE *against* HANSARD.

"I, the Right Honourable *Charles Shaw Lefevre*, Speaker of the House of Commons, by authority of, and pursuant to, a statute made and passed during the present year of the reign of our Sovereign Lady Queen *Victoria*, intituled, 'An Act to give summary protection to persons employed in the publication of parliamentary papers,' do hereby certify that the book and paper respectively mentioned in the declaration in this cause, and therein respectively described as a book of the reports of the inspectors of the prisons of *Great Britain*, and a certain printed paper purporting to be a copy of the reply of the inspectors of prisons for the home district with regard to the report of the court of aldermen to whom it was referred to consider the first report of the inspectors of prisons as far as related to the gaol of *Newgate*, and being the publications in respect whereof this action (such action having been commenced by virtue of a writ of summons bearing date the 13th day of *February* last) hath been commenced and prosecuted, were and are the book of reports and paper published by the above-named defendants by order and under the authority of the House of Commons.

"Given under my hand, in pursuance of the statute in that case made and provided, this 20th day of *April* in the year of our Lord 1840.

"*Charles Shaw Lefevre*,

"Speaker of the said House of Commons."

Hatton further deposed that, on 24th *April* last, he had served both the plaintiff and his attorney, at 2 P.M. (*a*), with true copies of a notice annexed to the affidavit, dated 24th *April* 1840; which notice was to

(*a*) This was more than twenty-four hours before the motion was made.

the

1840.

STOCKDALE *against* HANSARD.

the effect that at 3 P.M. on *Saturday*, 25th *April* next (this day), or as soon after as counsel could be heard, the defendants intended to bring before the Court the certificate (which the notice described), and the affidavit verifying the same, and that application would immediately be made to the Court to stay proceedings pursuant to the statute. *Hatton* also verified, upon affidavit, the declaration in the cause, which was annexed to the affidavit, and was a declaration in case, stating that, whereas defendants, on 25th *June* 1839, published concerning plaintiff, in a certain book purporting to be reports, &c. (as in the Speaker's certificate), matter set out in the declaration, and which the plaintiff alleged not to be true, yet defendants published, concerning plaintiff, in a certain printed paper, purporting &c. (as in the Speaker's certificate), other matter (*a*), which was set out in the declaration and alleged to be libellous.

Platt proposed to shew cause in the first instance, which he contended that he was entitled to do, as the statute (sect. 1) required that twenty-four hours' notice should be given to the plaintiff. [Lord *Denman* C. J. We may as well hear you: though I doubt whether you can insist upon it. It may be that the notice was prescribed only to enable plaintiffs to avoid incurring more costs.] The certificate shews nothing as to the nature of the declaration or action. It might be for goods sold and delivered. It appears only that the book and paper are "mentioned" and "described" in the declaration, and speaks of the publications "in respect whereof" the action is commenced. [Lord *Den-*

(*a*) The matter referred, though not in direct terms, to the book first mentioned.

man

1840.

STOCKDALE *against* HANSARD.

man C. J. The declaration is verified.] It should appear that the Speaker, who makes the certificate, has seen it; and this ought to be shewn in the certificate itself. Further, the statute does not apply to cases where judgment has been suffered by default (*a*).

Wightman and *Crompton*, contrà, were stopped by the Court.

Lord DENMAN C. J. The act is imperative; and it has been complied with. The certificate speaks of an action commenced on the 13th of *February*. Whether it was necessary to verify the declaration we need not decide; for that has been done. The Speaker must have satisfied himself as to the nature of the proceedings.

LITTLEDALE, PATTESON, and COLERIDGE Js. concurred.

Rule absolute (*b*).

(*a*) This fact did not expressly appear.

(*b*) The rule was as follows,

"Upon reading the affidavit of *Frederick Hatton*, and the certificate of the Right Honourable *Charles Shaw Lefevre*, Speaker of the House of Commons, thereto annexed, another affidavit of the said *Frederick Hatton*, and the paper writing thereto annexed; and upon hearing Mr. *Platt* of counsel for the plaintiff, and Mr. *Wightman* of counsel for the defendants: it is ordered that proceedings in this cause be stayed."

The above action was brought in *Hertfordshire*. A similar order was made this day in an action between the same parties, brought a few days earlier in *Middlesex*; the only difference between the two cases being that, in the action last mentioned, notice of a writ of inquiry of damages had been given.

HODSOLL *against* STALLEBRASS and Another.

Saturday, January 11th.

In an action of tort for wounding plaintiff's servant, whereby he was disabled from serving, the jury may give damages for the loss of service, not only before action brought but afterwards, down to the time when, as it appears in evidence, the disability may be expected to cease.

A declaration for such injury, stating the servant to have been *permanently* crippled, is supported by evidence that the injured part is still disabled and likely to remain so, but, with care, will be restored in time.

DECLARATION in case, alleging that defendants, viz. on 11th *March* 1839 &c., kept a dog, well knowing him to be accustomed to bite mankind, which dog afterwards, and while so kept by defendants, viz. on &c., by reason of the premises, bit *James Young*, then and still being plaintiff's apprentice and servant, and lacerated two of his fingers and his right hand and arm, insomuch that, by reason thereof, he became sick &c., and so continued for a long &c., viz. from thence until the commencement of this suit, during all which time *J. Y.* was and continued unable to do his duty as such servant and apprentice, and as such servant and apprentice to serve and assist plaintiff in his trade of a watchmaker (which plaintiff then carried on), as *J. Y.* otherwise would have done, and in the way of which said trade and business *J. Y.* had before been, and was before then duly apprenticed to plaintiff by indenture, viz. of *July* 9th 1836, for a certain term, viz. from thence until the said *J. Y.*, who was of the age of thirteen years on 1st *August* 1835, should accomplish his full age of twenty-one years; and plaintiff thereby not only lost the service of his said servant and apprentice &c., but was obliged to pay money &c., viz. &c., in and about hiring another person, viz. *W. E.*, to serve him &c. instead of *J. Y.* during the time aforesaid, and in and about endeavouring to cure his said servant &c. "And the plaintiff further saith that, by means of the premises, the said fingers and hand and arm of the said *J. Y.* have become and are permanently crippled and hurt and rendered unfit for