2. Plaintiff left his bag, worth £24 12*s.*, at the cloak-room of defendant's station, and received a ticket therefor, on the face of which was the date and number of it, and the time of opening and closing the cloak-room, and the words "See Back." On the back it was stated that the company would be responsible only to the amount of £10. There was also a notice to this effect hung in the cloak-room in a conspicuous place. The jury found as a fact that the plaintiff did not read his ticket, and did not know of the condition on the back, and that, as a reasonably careful man, he was under no obligation to make himself aware of said condition. *Held*, that the company was liable for the value of his bag.—*Parker* v. *The South-eastern Railway Co.*, 1 C. P. D. 418.

BANKER.—*See* BILLS AND NOTES, 3.

BASE FEE.—*See* TENANT IN TAIL.

BILL OF LADING.

By a bill of lading, 306 packages of tea, shipped on board the *Medway* at London for Montreal, for the appellants, were "to be delivered from the ship's deck where the ship's responsibility shall cease at the port of Montreal . . . unto the Grand Trunk Railway, and by them to be forwarded thence to the station nearest Toronto, and at the aforesaid station delivered to" the appellants or their assigns. There was a list of exceptions to liability, and then the clause, "No damage that can be insured against will be paid for, nor will any claim whatever be admitted, unless made before the goods are removed." The ship arrived May 2d or 3d. The tea was unloaded and placed in shipping-sheds. From the shipping-sheds it was removed to the railway freight-sheds on the 6th, 9th, and 12th of May, and delivered at the appellant's warehouse in Toronto on the 13th, 16th, and 17th of May. The shippers were informed by the appellants of damage to the tea on the 30th of May. *Held*, that the clause, "Nor will any claim whatever be admitted unless made before the goods are removed," referred to the removal of the goods from the railway station rather than from the ship, and that not merely patent damage, but latent damage, that an examination at the station would have revealed, was meant. Appeal dismissed.—*Moore* v *Harris*, 1 App. Cas. 318.

BILLS AND NOTES.

1. 16 & 17 Vict. c. 59, § 19, provides, that, if a check is presented to a bank "which shall, when presented for payment, purport to be indorsed by the" payee, the bank shall not be liable by paying the same, &c. Plaintiffs did business in their own name, and also as "S. & Co., Agent, K." In payment for goods bought of the latter concern, defendants gave checks payable to "S. & Co. or order," to K., who indorsed the checks: "S. & Co., per K., Agent," got the money and misappropriated it. *Held*, that the defendants were not liable to the plaintiffs in any form. —*Charles* v. *Blackwell*, 1 C. P. D. 548.

2. The plaintiffs in New York purchased a draft of S. & Co. for £1,000 on S., P., & Co. in London, payable to the order of the plaintiffs. They indorsed it to W. & Co., of Bradford, England, and enclosed it in a letter to W. & Co. for transmission. The letter was placed in the "Letter Box" in the plaintiffs' office, where their letters for the post were usually put. It was stolen by one of their clerks whose duty it was to take the letters to the post-office, and in the course of a fortnight it was presented to defendants' bank, with a forged indorsement by W. & Co., to C. or order, and the blank indorsement of C., the bearer. Defendants received the draft, stamped it with their bank stamp, sent it to S., P., & Co., got the money on it, and turned the money over to the bearer. Evidence was offered at the trial to show that it was the general custom to send a letter of advice with a draft, or on the next steamer when a foreign remittance was made. This evidence was rejected. *Held*, that an action for money received to the plaintiffs' use would lie; that there was no evidence of negligence to estop the plaintiffs from setting up their title to the draft; and that the evidence in question was properly rejected.—*Arnold* v. *Cheque Bank. Same* v. *City Bank*, 1 C. P. D. 573.

3. A check drawn by the plaintiff on M. & Co., his bankers, payable to the order of P., and crossed "L. & C. Bank," was stolen from P., and his indorsement forged. It was then offered to defendant, who, after telegraphing to M. & Co, and receiving word that the check was good, took it in good faith and gave it to his bankers for presentation. Meantime P. learned his loss, wrote to plaintiffs about it, and asked for another check, which was sent him. Afterwards the first check was presented to M. & Co. by the L. and J. Bank, and was paid in spite of the crossing on its face. Subsequently the second check was presented to M. & Co., and paid. The jury found everybody concerned, except the defendant, had been guilty of negligence in the matter. *Held*, that the action could be maintained, as the defendant acquired no title to the check, and M. & Co. paid the first check without authority.—*Bobbett* v. *Pinkett*, 1 Ex. D. 368.

BOND BY SHIPMASTER.—*See* COLLISION, 2.

BROKER.

H. & Co., fruit brokers, gave the plaintiff a sold-note as follows: "We have this day sold to you, on account of James Morand & Co., 2,000 cases oranges," which they signed with their own name merely. In an action against the brokers for non-performance, *held*, that they intended to bind their principals, and that they were not liable as principals themselves.—*Gadd* v. *Houghton*, 1 Ex. D. 357.

See PRINCIPAL AND AGENT, 2.

CARRIER.—*See* COMMON CARRIER.

CHARTERPARTY.—*See* FREIGHT.

CHECK.—*See* BILLS AND NOTES, 1, 2, 3.

CLASS.

1. A testator left an aggregate fund to trustees to pay the income to his wife, and on her death to apply the income to the support