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(From *Legal News*.)

QUEEN'S BENCH.

Re THIBAUDEAU ET AL. V. BEAUDOIN.*Bank.*

The cashier of a Bank, who has endorsed notes for a customer of a Bank, may, if in good faith, take a hypothec on the debtor's property to protect himself on the endorsements.

Re DOBIE, AND THE BOARD OF TEMPORALITIES.

Appeal to Privy Council—Injunction.

An appeal lies to the Privy Council from a judgment of the Queen's Bench dissolving an injunction, where the matter in dispute exceeds £500 sterling.

Re ANGERS, ATTY. GEN., AND MURRAY.*Appeal to Privy Council.*

The Court of Queen's Bench will refuse leave to appeal to the Privy Council from a judgment of the Q. B. rejecting an appeal to the Q. B. for want of jurisdiction.

Re LUSSIER, AND CORPORATION OF HOCHELAGA.

Appeal to the Privy Council—Future rights.

An appeal will not be granted to the Privy Council from a judgment of the Queen's Bench maintaining an action to recover an amount of assessment illegally exacted, where the matter in dispute does not exceed £500 stg. The fact that the roll under which the assessments were collected might exist for three years does not bring the case under article 1178 C.C.P., especially where the total amount for the three years would be under £500 stg.

THE QUEEN V. JONES.

Criminal law—Writ of error—Felony—Discharge of jury, effect of.

The record showed that, on the trial of the

indictment, the judge discharged the jury after they were sworn, in consequence of the disappearance of a witness for the Crown, and the prisoner was remanded. On writ of error, *held*, that the judge had a discretion to discharge the jury, which a court of error could not review; that the discharge of the jury without a verdict was not equivalent to an acquittal; and that the prisoner might be put on trial again.

Re CITIZENS INSURANCE CO. AND THE GRAND TRUNK RAILWAY.

Employee—Liability for money of his employer lost through his negligence—Guarantee bond.

An employee left a large sum of money belonging to his employers in open bags in his room, while he went to lunch, without availing himself of the means of safe-keeping provided for him. On his return from lunch the money had disappeared. *Held*, that he was guilty of negligence, so as to constitute a breach of a guarantee policy, the condition of which was that he should diligently and faithfully discharge his duty as employee.

DIXON et al. Appellants, and PERKINS et al. Respondent.

Sale of insolvent estate—Liability of assignee where a part of the assets sold is not delivered.

The assignee of an insolvent estate sold it *en bloc*, by an inventory, in which certain shares of a company were set down at \$5,642.76. The purchaser paid the total amount of the purchase on the condition that the assignee would pay for any deficiency in the assets sold, according to the pencil estimates on the inventory. It appeared that the \$5,642.76 represented the amount paid on \$15,000 of stock, that the balance was unpaid, and that paid up stock could not be delivered to the purchaser. *Held*, that the assignee was bound to return the proportionate value of paid up stock to the amount of \$5,642.76, and in the absence of any allegation that \$2,000, the pencil estimate on the inventory, was not a fair estimate, the assignee was condemned to return that sum.