

of over £2,000 after the time limited by the agreement with Hunter had expired. The defendants resisted the action on the ground that the plaintiff's claim was satisfied by the sum recovered from the other contractors, because under the agreement with Hunter they were now entitled to get the difference out of the £10,000 of securities handed over by him; that the plaintiff's claim was in respect of a conspiracy in which Hunter was a joint tortfeasor, and that satisfaction by him discharged the defendants. But the Court though divided in their reasons for their decision, were yet unanimous in opinion that the agreement with Hunter was no discharge of the defendants. Denman and Charles, JJ., gave their decision on the ground that it was only a discharge of Hunter's liability to hand over the bribes he had received, and was not intended as a discharge of the tort he had committed jointly with the defendants; and Williams, J., on the other hand says that the agreement, though intended to discharge Hunter from both liabilities, was void as being *ultra vires* and contrary to public policy, because it, in effect, provided that he should retain the whole or some part of the bribes and that the amount of the bribes he retained should be proportioned to the effect of the evidence he gave. On the whole it may be said that though the decision is satisfactory from a moral, it is hardly so from a legal, point of view.

LIMITATIONS—SPECIAL CONTRACT FOR PAYMENT OF MONEY—CONDITIONS PRECEDENT TO CAUSE OF ACTION—ADMINISTRATOR—STATUTE OF LIMITATIONS (21, Jac. 1, c. 16) s. 3.

In *Atkinson v. The Bradford Building Society*, 25 Q.B.D., 377, the plaintiff sued as administrator of Thomas Atkinson to recover a loan made by Atkinson to the defendants, 21st March, 1877, with interest. The terms on which the money was advanced were contained in a book called the "Loan pass-book" which, among other things, provided that no money would be paid except on production of the investor's book, and he must either attend personally or send a written authority. In December, 1878, Atkinson gave notice of withdrawal, and was given by the defendants' secretary a form of withdrawal on which it was stated that the sum would be payable on the 14th January, 1879, between 10 a. m. and 5 p. m. or any subsequent day between those hours except Saturday, when the office closed at 1 p. m. Atkinson died on the 14th of January, 1879, but there was no evidence to show at what hour he died. On January 16th, 1879, some unknown person produced the pass-book and form of withdrawal which had been given to Atkinson, and fraudulently obtained the amount payable with interest to that date. The form of withdrawal was not signed, and there was no evidence that any of Atkinson's family knew of the withdrawal. On 3rd May, 1889, the plaintiff obtained letters of administration to Atkinson's estate and thereupon brought this action. The defendants relied on the Statute of Limitations (21 Jac. 1, c. 16). But the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.), were of opinion that the Statute was no bar, because the cause of action did not arise until the pass-book was produced by Atkinson himself, or by someone with his written authority, and this not having been done in