was that there was singing going on on the premises for eight minutes after the appointed hour, and within fifteen minutes after the appointed hour for closing thirty-eight persons came out of the premises. The doors were closed at the proper time, and there was no evidence that anyone was admitted or served with liquor after the appointed time. The justices dismissed the information, but stated a case. The Divisional Court (Lord Alverstone, C.J., and Lawrance and Kennedy, JJ.,) dismissed the appeal, holding that in order to justify a conviction there must be a keeping open of the premises in the sense that people can get in from the outside to have intoxicating liquor, or that they can get it supplied to them when outside.

DEBT — ASSIGNMENT — REQUEST BY CREDITOR TO DEBTOR TO AGREE TO PAY DEBT TO THIRD PARTY—JUDICATURE ACT 1873, S. 25, SUB-S. 6.—(ONT. JUD. ACT, S. 58 (5).)

In *Brandts* v. *Dunlop Rubber Co.* (1904) 1 K.B. 387, the facts stated in the report are somewhat complicated, but are really quite simple. The plaintiffs were sureties for a firm of Kramrisch & Co., who had sold a quantity of rubber to the defendants, and at the plaintiffs' request Kramrisch & Co. addressed a letter to the defendants requesting them to agree to pay the price to the plaintiffs for Kramrisch & Co.'s account. The defendants' manager without authority signed an agreement to that effect, and the defendants in ignorance of what he had done, paid the price to Kramrisch & Co., who had since become bankrupt. The plaintiff contended that the request of Kramrisch & Co. to the defendants to agree to pay the plaintiffs was an assignment of the debt to the plaintiffs, entitling them to sue therefor in their own names, under the Jud. Act, s. 25 (6), (Ont. Jud. Act, s. 58 (5)), but the Court of Appeal (Lord Alverston, C.J., Collins, M.R., and Romer, L.J.,) were of opinion that the document relied on did not amount to an assignment of the debt, and the judgment of Walton, J., in favour of the plaintiff was reversed.

CARRIER — CONTRACT — EXEMPTION FROM LIABILITY FOR LOSS OF GOODS WHICH CAN BE COVERED BY INSURANCE—NEGLIGENCE OF CARRIER.

Price v. *Union Lighterage Co.* (1904) 1 K.B. 412, was an action against carriers for loss of goods entrusted to them: the contract exempted the defendants from liability for "any loss or damage to goods which can be covered by insurance." The goods were