The Legal News.

Vol. XIV. AUGUST 22, 1891. No. 34.

A curious example of the discharge of a civil liability by undergoing a term of imprisonment is contained in the recent case of *Bowen* v. *Watson*. The secretary of a friendly society was convicted under section 16 of the English Friendly Societies Act, 1875, of having misapplied money received by him as the subscriptions of members, and was ordered to pay over the money, or else be imprisoned for two months with hard labor. The defendant did not pay over the money, but suffered his term of imprisonment. The trustees of the society then took civil proceedings in the Derby County Court, and succeeded in obtaining a judgment for the amount misapplied. A Divisional Court (Baron Pollock and Mr. Justice Charles) reversed the judgment (60 Law J. Rep. Q.B. 205), holding that the case was governed by the decision in *Knight* v. *Whitmore*, 53 L. T. (N.S.) 233. There, the treasurer of a branch of the United Society of Boiler Makers and Iron Shipbuilders, registered under the Trades' Union Act, 1871, having unlawfully and fraudulently misapplied monies received by him on behalf of the society, was ordered to pay a penalty and repay the misappropriated sum, and, in default of payment, to be imprisoned for two months with hard labor. He did not pay, and was accordingly sent to prison. When he had served his sentence an action was brought against him by the general secretary of the society for the misappropriated money, which, it was alleged, he still retained. The County Court judge entered a nonsuit on the ground that the society's claim against the defendant had been satisfied by their previous proceedings, and a Divisional Court held that the judge was right in doing so. The same principle applied to *Bowen* v. *Watson*, and the Divisional Court, and now the Court of Appeal, have held that the right of action had disappeared when the defendant had been sent to prison for the same offence.

Some of the judges in England having complained of illegible writing in documents placed before them, a correspondent of the *Law Journal* retorts that during the last forty years he has met with two generations of judges and masters and leading counsel, and "can testify that most of them have tortured solicitors and their clerks with illegible writing." Legibility depends a good deal upon the practice which the reader has had, for a handwriting which seems undecipherable to an inexperienced reader is often perfectly legible to one accustomed to a variety of hands, or to whom the particular writing has become familiar. The most embarrassing chirography is that of the careless writer, and type-written documents, though legible enough in one sense, are frequently obscure in consequence of the carelessness or ignorance of the writer. As a great many typewriters are bad spellers the general use of type-writing threatens also to corrupt orthography, the type-writer not being subject like the typographer to the supervision of a proof-reader. Moreover, both practice in writing and practice in reading the ordinary hand are likely to be greatly diminished by the universal use of type-writing machines.

A question bearing upon one of the points raised in *McDonald* v. *Rankin*, M. L. R., 7 S. C. 44, was discussed in the case of *Comfort* v. *Betts*, before the English Court of Appeal. The question was as to the validity of a deed of assignment, by which a number of creditors of the defendant assigned their several debts to the plaintiff in order that he might sue for the same, and out of the amount recovered pay the assignors their respective debts. Although the debts were assigned to the assignee "absolutely," it was contended that the deed did not constitute an "absolute assignment" within the meaning of section 25, subsection 6, of the Judicature Act, 1873, inasmuch as it contained a trust in favour of the assignors. The Court, however, overruled this contention, holding that the assignment was absolute, and that the plaintiff was entitled to maintain an action upon it against the defendant. Lord Justice Fry, in giving judgment, said: "I know of no objection to