

the advance on one, and presented to the plaintiffs and they signed a properly drawn delivery order in respect of it; but after its signature Nicholls fraudulently altered it by adding above their signature the description and distinguishing marks of the other consignment, and by this means fraudulently obtained delivery of both consignments. In this action it was held that the plaintiffs were entitled to succeed as they had not been guilty of any negligence which was the proximate cause of the wrongful delivery.

In the third action it appeared that Nicholls after fraudulently obtaining the tobacco as above stated, pledged it with the defendant bank as security for an advance, and, before the fraud was discovered, he repaid the advance and recovered possession of the tobacco. Under these circumstances, it was held no action for conversion would lie against the defendant bank, because Nicholl's dealings with it had been concluded before the plaintiffs discovered the fraud, although if they had not been repaid their advance, it is clear from the judgment of Bigham, J. they could not have held the goods as against the plaintiffs.

SHIP—SEAMAN—MERCHANTS SHIPPING ACT, 1894, (57 & 58 VICT., C. 60, s. 186)—
"PASSAGE HOME."

In *Purves v. Straits of Dover S.S. Co.* (1899) 2 Q. B. 217, Matthew, J. follows the dicta in *Edwards v. Steel* (1897) 2 Q. B. 327, noted ante vol. 33 p. 620, and holds that where the service of a seaman belonging to a British ship terminates at a foreign port, and the master elects to provide him with a passage home under s. 186 of the Merchants Shipping Act, such passage must be provided by the master to the port in Her Majesty's dominions at which the seaman was originally shipped, or to a port in the United Kingdom agreed to by him.

RAILWAY COMPANY—FENCE, OMISSION OF, BY RAILWAY COMPANY.

Luscombe v. Great Western Ry. (1899) 2 Q.B. 313, was an action brought to recover damages for cattle killed on the defendants' railway. The cattle in question had strayed on to a highway adjoining the defendants' railway, and from thence had got upon an unfenced approach leading to the track, and by this means had got upon the track and been killed by a passing train. The plaintiff claimed to recover on the ground of the omission of the defendants to construct a fence as required by the English Railway