

was the matter with his thumb, that he had a whitlow, and in reply to a further question whether he had been hammering his thumb, he had said "No." The Court of Appeal (Cozens-Hardy, M.R., and Moulton, and Buckley, L.J.J.) held that this evidence was properly rejected, and in arriving at that conclusion the Court held the evidence was not admissible as admissions by the deceased as against the plaintiffs, inasmuch as they, as defendants, had a direct statutory right against the employers under the Act, 6 Edw. VII. c. 58; and the deceased was not a party to the litigation, and the plaintiffs did not derive their title to compensation through him. The Court also held that the statements were inadmissible as declarations against interest, because it was not shewn that, to the knowledge of the deceased, they were, when made, against his pecuniary interest; they having been made when no claim had been put forward, nor was there any reason to believe that the workman knew that he ever would be able to make a claim. They also thought that the statements were not necessarily against the interests of the deceased, as neither of them was inimical to, or would mitigate against the success of a claim, if he had lived to make one, inasmuch as the condition of the thumb might have arisen from some other cause than hammering.

AUCTIONEER—ACTION FOR PRICE OF GOODS SOLD—DEBT DUE FROM
OWNER TO PURCHASER—SET-OFF.

Manley v. Berkett (1912) 2 K.B. 329. In this case the plaintiffs were auctioneers and sued to recover for the price of goods belonging to one Ford, sold by them at auction in which the defendant claimed to set-off against the purchase money a debt due by Ford to him. The facts were as follows: Ford, a farmer, employed the plaintiffs to sell cattle for him, and being pressed by creditors, Ford directed the plaintiffs, out of the proceeds of the intended sale, to pay the debts, amounting to £804 11s. 8d. Pending the sale, the plaintiffs lent money to, and did work for Ford upon the terms that they should repay themselves £62 11s. 6d. also out of the proceeds of the sale. The plaintiffs' commission and charges amounted to £34 13s. 0d. For the purposes of the sale Ford bought on credit from the defendant certain cattle at the price of £164 4s. 0d., and at the sale Ford induced the defendant to bid and buy cattle for the price of £195, on the terms that he should be at liberty to set-off the £164 4s. 0d. against the £195. The plaintiffs had no notice of this arrangement. The action was to recover the £195, and the