had not, a maritime lien on the vessel for wages earned by him for services rendered on her while she was in port, during unloading and reloading, and whilst in dock for repairs. The Court (Lord Coleridge, C.J., and Wills, J.) were of opinion, after consulting the judge of the Admiralty Court, that the lien existed, and the action would lie to enforce it.

BILL OF EXCHANGE—NEGOTIABLE INSTRUMENT—ALTERATION OF BILL BY ACCEPTOR—ACCEPTANCE "IN FAVOR OF DRAWER ONLY"—BILLS OF EXCHANGE ACT (45 & 46 VICT., C. 61) S.S. 8, 19, 36—(53 VICT., C. 33, S.S. 8, 17, 19, 36, (D.))

Decroix v. *Meyer*, 25 Q.B.D., 343, was as Lindley, L.J. describes it, "a case of some difficulty." The question to be decided was, however, a comparatively simple one. L. D. Flipo had drawn a bill of exchange on the defendants, payable to "order L. D. Flipo." The defendants accepted the bill "in favor of L. D. Flipo only, payable at the Alliance Bank, London," and struck out the word "order." Flipo indorsed the bill to the plaintiffs for value, and the question was simply whether or not the striking out the word "order" and the acceptance in the terms above mentioned had destroyed the negotiability of the instrument. Cave and A. L. Smith, JJ., were of opinion that the bill was not negotiable, but the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.) were clear that the striking out the word "order" from the bill and the terms of the acceptance did not have that effect. They were of opinion that the acceptor had no right to strike out the word "order" from the bill, and that the effect of the statute (see 53 Vict., c. 33, s. 8, s.s. 4) was to put it in again; that the acceptor must *prima facie* be presumed to accept according to the tenor, and that an acceptance ought to be construed most strongly against the acceptor, and that here the acceptance did not in express terms vary the effect of the bill (see 53 Vict., c. 33, s. 19, (D)) because the addition of the words "payable at the Alliance Bank" were inconsistent with the idea that the bill was to be payable to Flipo only, though but for the latter words Bowen, L.J., appears to have thought that the acceptance would have had the effect contended for by the defendants.

PRINCIPAL AND AGENT—FRAUD—BRIBE TO AGENT—RECOVERY OF BRIBE FROM AGENT—ACTION AGAINST BRIBER.

The Mayor of Salford v. *Lever*, 25 Q.B.D., 363, was a case of a somewhat unusual character. The plaintiffs were a municipal corporation and proprietors of gas works, of which one Hunter was their manager, and he, in consideration of large bribes received from contractors, induced the plaintiffs to enter into contracts for the supply of coal at prices in excess of the market prices. The fraud having been discovered and an action brought against Hunter to compel him to account for the bribes he had received, he agreed to hand over securities to the amount of £10,000 subject to a proviso that the plaintiffs should proceed against the contractors who had given the bribes, and what they should fail to recover from them within a limited time should be made good out of the £10,000 and the balance thereof refunded to Hunter. £4,000 was recovered against other contractors, and the present action was brought to recover a sum