

right to deduct the payment from his rent, yet by his covenant to pay the charges he had effectually debarred himself from exercising that statutory privilege, and his action was accordingly dismissed.

**BANKER**—CROSSED CHEQUE—CUSTOMER CREDITED IN LEDGER WITH AMOUNT OF CHEQUE BEFORE COLLECTION — FORGED INDORSEMENT — BILLS OF EXCHANGE ACT, 1882 (45-46 VICT. C. 61) s. 82—(53 VICT. C. 33, s. 81 (D.)).

In *Akrokerri Mines v. Economic Bank* (1904) 2 K.B. 465, an attempt was made to extend the principal of *Capital and Counties' Bank v. Gordon* (1903) A.C. 240 (noted ante vol. 39, p. 707). That case, it may be remembered, decided that where a banker cashed a crossed cheque for a customer who had no title thereto he became the holder for value and was not entitled to the protection of s. 82 of the Bills of Exchange Act (s. 81 of Dominion Act). In the present case a crossed cheque was presented to the defendants by a customer for collection. The defendants, before the cheque was collected, credited the customer with the amount of the cheque in their ledger, but it was not credited in the customer's pass book, nor was he allowed to draw against it. The indorsement of the cheque proved to be a forgery and the customer had no title, but it was not discovered until the cheque had been paid to the defendants. The defendants throughout acted in good faith and without negligence. The plaintiffs, who were the rightful owners of the cheque, claimed to recover the amount from the defendants; but Bigham, J., held that they could not succeed, that the crediting the customer in the defendants' ledger with the amount of the cheque was not equivalent to payment, and that s. 82, therefore, afforded defendants complete protection.

**PRACTICE**—COSTS—PAYMENT INTO COURT WITH DENIAL OF LIABILITY FOR PART, AND ADMISSION AS TO PART, OF CLAIM—ISSUE FOUND FOR PLAINTIFF.

*Hubback v. British North Borneo Co.* (1904) 2 K.B. 472, merely deals with a question of costs. The defendants paid into Court a sum of money, admitting part, and denying liability as to the rest of the plaintiff's claim. The amount paid in proved more than sufficient to satisfy the plaintiff's claim; but an issue raised by the defendants as to part of the plaintiff's claim was found in favour of the plaintiff. Under these circumstances, although the defendants were held entitled to the general costs of the action, the