dishonored, the defendant took proceedings against S., as a result of which the goods were, with the plaintiff's consent, sold, and the bills, without the plaintiff's knowledge, delivered up to S. cancelled. The proceeds of the goods were insufficient, even with the £2,500, to satisfy the claim. *Held*, that the plaintiff could not recover the £2,500 from the defendant.—*Yglesias* v. *The Mercantile Bank of the River Plate*, 3 C. P. D. 330; s. c. 3 C. P. D. 60.

Charter-party.—1. A charter-party contained this clause: "Demurrage, if any, at the rate of 20s. per hour, except in case of any hands striking work, frosts or floods, revolution or wars, which may hinder the loading or discharge of the vessel. Dispatch money 10s per hour on any time saved in loading and for discharging." "Steamers are to load and discharge by night as well as by day." *Held*, that, in estimating dispatch money, nine days saved in loading and discharging should be reckoned at twenty-four hours each, and not at twelve.—*Laing* v. *Hollway*, 3 Q. B. D. 437.

2. By a charter-party between the plaintiff and B., it was stipulated that fourteen working-days were to be allowed for loading and unloading at the port of discharge, and ten days on demurrage over and above the loading and unloading days, at £35 per day. A full cargo of grain was taken on board, a part of it consigned to the defendants, and lying at the bottom of the hold. The bill of lading indorsed to the defendants contained the words, to be delivered to order "on paying freight for the said goods, and all other conditions as per charter-party." The consignees of the grain lying above that of the defendants failed to get their grain out in season, so that three days' demurrage accrued before defendants' grain was out. *Held*, that the defendants were liable.—*Porteus* v. *Watney*, 3 Q. B. D. 534.

Contract.—1. The plaintiff was in a position of trust towards the E. railway company, having been employed by it to give advice as to repairing some ships. The defendants agreed to pay the plaintiff a commission, partly for superintending the repairs, which had been awarded to them, and partly, as the jury found, for using his influence with the E. company to get their bid accepted. The jury also found that the agreement with the defendants was calculated to bias his mind; but that it in fact did not, and that his advice was equally for the benefit of the company, and that the company was ignorant of the agreement. *Held*, that the consideration for the contract for a commission was corrupt, and the plaintiff could not recover.—*Harrington* v. *Victoria Graving Dock Co.*, 3 Q. B. D. 549.

2. In October, 1869, the plaintiff made an arrangement with the agent of the defendant to supply the latter with coal-wagons on certain terms. After the agreement was made, the plaintiff agreed to give the agent a gratuity for each wagon supplied. This was done, as the plaintiff said, with a view to future business. In December, before this agreement was executed, it was supplanted by another between the same parties, which proved much less favorable to the defendant than the other would have been. POLLOCK, B., directed the jury that a commission to an agent, though improper, was not necessarily fraudulent; and, in order to affect the contract, it must have been intended by the giver to corrupt the agent, and the latter must have been influenced by it. On a rule *nisi*, a new trial was ordered for misdirection. If a party with whom an agent is negotiating for another agrees to give, or does give, the agent a secret gratuity, and that gratuity influences the agent's mind, directly or indirectly, the contract is vitiated. The direction of POLLOCK, B., did not make it clear that, though the gratuity was given with reference to the first contract only, it might yet have influenced the agent with reference to the second.—*Smith* v. *Sorby*, 3 Q. B. D. 552. Note.

3. H. wrote to W., offering his entire freehold for £37,500, or a portion of it for £34,500, and in a postscript added, that he reserved the right to the new materials used in rebuilding a house on the land, and the fixtures. W. replied, accepting the terms, and agreeing to pay the £37,500, "subject to the title being approved by our solicitors." Subsequently W. insisted that he must be allowed to pay in instalments. This was agreed to. Subsequently W.'s solicitor left with H.'s solicitor a written agreement of the terms of payment, headed "Proposal by H. for purchase of the M. estate." This was verbally accepted, and H. was to have his counsel prepare a formal contract; but none was ever made. H. subsequently declined to perform, and W. brought suit for specific performance. *Held*, that the two letters did not form a complete contract; the phrase, "subject to the title being approved by our solicitors," being a new and material term not accepted by the other party. It amounted to something more than merely what the law would imply.—*Hussey* v. *Horne-Payne*, 8 Ch. D. 670.