£40 on account. Afterwards, before the work was done, T. being in debt to R., agreed to make over to him the other £40, and he wrote to J.: "I hereby assign to R. the sum of £40, or any other sum now due or that may hereafter become due in respect of" the boat. J. promised to give the matter his attention. *Held*, that the letter was not an order to pay money, but an assignment of a debt.—*Buck* v. *Robson*, 3 Q. B. D. 686.

Bill of Lading.—The plaintiffs shipped 280 bags of sugar on the defendant's ship, under a bill of lading signed "P. & K., agents." The Court found that they were the agents of the defendants to give this bill, though without the knowledge of the plaintiffs. P. & K. were charterers of the ship for the voyage. The bill of lading undertook that the sugar should be delivered in good condition, excepting the usual risks, and "any act, neglect, or default whatsoever of the pilot, master, or mariners in navigating the ship, the owners of the ship being in no way liable for any of the consequences of the causes above excepted; and it being agreed that the captain, officers, and crew of the vessel, in the transmission of the goods as between the shipper, owner, or consignee thereof, and the ship and ship-owner, be considered the servants of such shipper, owner or consignee." Some oxide of zinc in casks was negligently stowed on board in such a way that the sugar was damaged by it. *Held*, that the damage was not within the exceptions in the bill of lading, and the defendants were liable.—*Hayn* v. *Culliford*, 3 C. P. D. 410.

Collision.—The court found that, while a ship was in charge of a pilot within a district where the ship was obliged, by statute, to employ such pilot, she dragged her anchor and got in collision with a bark, wholly through the negligence of the pilot. *Held*, that the shipowners were not responsible for the damage—*The Princeton*, 3 P. D. 90.

Company.—1. H. acted as director of a company, but stated that he accepted the office on the distinct understanding that no share qualification was necessary, and none was in law necessary. He also said he never intended to take any, and did not know, until winding-up proceedings were taken, that he had been put on the register of shareholders. But by a vote of the directors, at a meeting when he was absent, his name was put on, and shares allotted him. *Held*, that he was not a contributory. As director, he was not presumed to know the contents of the company's books.—*In re Wincham Shipbuilding, Boiler, & Salt Co. Hallmark's Case*, 9 Ch. D. 329.

2. A contributory cannot set off a debt due him from a company in voluntary liquidation against a claim for calls, whether made before or after the liquidation. *Brighton Arcade Co.* v. *Dowling*, L. R. 3 C. P. 175, criticised.—*In re Whitehouse*, 9 Ch. D. 595.

Contract.—The defendant, a builder, made a tender to do work, giving sufficiently full particulars, in the opinion of the Court, to designate the conditions definitely enough. The plaintiff, an architect, answered, accepting the tender, and added that his solicitors would "have the contract ready for signature in a few days." Defendant, finding he had made a mistake in his tender, withdrew it. *Held*, that the tender and acceptance made a contract, the document to be made by the solicitor being merely to put the contract in form.—*Lewis* v. *Brass*, 3 Q. B. D. 667.

Criminal, Reward for apprehension of.—G. committed forgery and absconded, and a reward was offered by the defendants. The handbills stated the facts, and that £200 reward would be paid "to any person or persons giving such information to A., superintendent of police at D., or to H., superintendent of police at W., as will lead to the apprehension of the said G." The plaintiff was chief constable at E., and a man presented himself there before him, and said, "You hold a warrant for me; I am wanted for forgery." Plaintiff asked his name, and the reply was, "You know already and hold a warrant." Plaintiff thought the man was drunk, left him alone in a private room, and examined a newspaper, where he found the advertisement, "G. wanted for forgery," and, getting the man to remove his hat, recognized him, from the description, to be G. Thereupon he telegraphed to A., at D., "Do you hold warrant for apprehension of G. for forgery?" The reply was, "I still hold warrant for G., and I should like him to be apprehended." Plaintiff then "apprehended" G., and he was convicted. *Held*, that plaintiff was not entitled to the reward, as G. surrendered himself.—*Bent* v. *Wakefield Bank*, 4 C. P. D. 1.