the financial side of the bankrupt's business during his absence abroad, the bankrupt being at that time a customer of the defendants; the negligence of the defendants under this agreement caused the bankruptcy of the customer, and on the trial of the action the jury awarded the plaintiffs £45,000 as damages for the loss occasioned the bankrupt's estate by reason of the negligence of the defendants, and £7,500 for the injury caused by that negligence to the bankrupt's credit and reputation. In the Court of Appeal it was contended on the part of the defendants that the jury in estimating the damages had not taken into account the assets still remaining in the hands of the trustee in bankruptcy and on that ground granted a new trial. On the appeal to the House of Lords, their Lordships, with the consent of both parties referred the question whether any assets remained to the Judge who tried the action and he reported that there were no assets, and in these circumstances the majority of their Lordships (Lord Birkenhead, L.C., Atkinson and Parmoor) held that the verdict of the jury must stand but their Lordships expressed the opinion that the right to the £7,500 was in the bankrupt solely and did not pass to his trustee; they also held that, even assuming the other damages had been assessed on a wrong basis, the bank was precluded by what had taken place at the trial from demanding a new trial on that point: Lords Finlay and Wrenbury, however, dissented on the latter point.

PRACTICE—SERVICE OF WRIT OUT OF JURISDICTION—CONTRACT TO BE PERFORMED WITHIN THE JURISDICTION—SALE OF GOODS—C. I. F. CONTRACT—FAILURE TO SHIP—FAILURE TO TENDER DOCUMENTS—RULE—ORD. XI R. 1 (E)—(ONT. RULE 25 (E)).

Johnson v. *Taylor* (1920) A.C. 144. This was an appeal to the House of Lords (Lords Birkenhead, L.C., and Lords Haldane, Dunedin, Atkinson, and Buckmaster), from the decision of the Court of Appeal on a simple question of practice. The plaintiff sought to sue the defendants who were resident out of the jurisdiction on a contract for the sale of goods by the defendants to the plaintiff on a c.i.f. contract; on the ground that it was partly to be performed in England. Leave was granted to issue the writ and the defendants were served and thereupon moved to set aside the order and the writ and service. It appeared that the goods had never been shipped, but the plaintiff relied on the breach within the jurisdiction of that part of the contract which related to the tender of shipping documents. Coleridge, J.,