

from customers in payment or satisfaction of their debts, and the question at issue was whether the debts in respect of which these cheques and bills had been given, passed under the assignment. Byrne, J. held that they did not, as the giving of the cheques and bills was in effect a conditional payment thereof, and the cheques and bills did not constitute "securities" for the debts within the meaning of the agreement of sale, and that the securities referred to were those held for debts which had not been at the date of the agreement conditionally paid. But he was of opinion if the cheques and bills had not been duly met the debts for which they were given would have revived and passed under the agreement, which seems curious.

WINDING UP—ACTION COMMENCED BEFORE LIQUIDATION ADOPTED BY LIQUIDATOR—COSTS.

In re London Drapery Stores (1898) 2 Ch. 684, Wright, J. held that where an action, commenced by a company before winding-up proceedings, is subsequently adopted by the liquidator of such company, and the action fails, the successful litigant is entitled to be paid his whole costs out of the assets of the company, and not merely those incurred subsequent to the winding-up proceedings.

STATUTE CONSTRUCTION—EJUSDEM GENERIS.

In re Stockport Schools (1898) 2 Ch. 687, may be here briefly noted for the fact that the decision of Stirling, J., on the construction of a statute, (noted ante vol. 34, p. 624), in which he applied the ejusdem generis rule, was upheld by the Court of Appeal. (Lindley, M.R., and Chitty and Collins, L.JJ.)

ADULTERATION—MILK—LIABILITY OF INNOCENT VENDOR FOR ADULTERATION OF MILK IN TRANSIT—SALE OF FOOD AND DRUGS ACT (38 & 39 VICT., C. 63), S. 6—(R.S.C., C. 107, S. 15).

In *Parker v. Alder* (1899) 1 Q.B. 20, Divisional Court (Lord Russell, C.J., and Wills, J.) have followed and somewhat extended the doctrine of *Brown v. Foot*, 66 L.T. 649, as to the liability of an innocent vendor of goods for the improper adulteration thereof by a third party before delivery to a purchaser. In *Brown v. Foot* the adulteration was by a servant without the consent of the master, and the master was held liable. In the present case, the vendor was held liable for milk which was tampered with by the addition of water while on transit by rail. By his contract he was to deliver the milk to the vendee at a railway terminus in London.