

the date of his employment and one of its articles provided that every officer or servant of the company should be indemnified against loss and that it should be the duty of the directors to pay all costs, losses and expenses which he might incur by reason of any act done by him as an officer or servant. Sargant, J., held that, on the evidence the reports in question were made without malice and were privileged, but, though it was the duty of the claimant to make the reports, it did not fall within the direct terms of his employment so to do, and, therefore, that he was not entitled to the indemnity claimed, either under the article, or at common law, but the Court of Appeal (Cozens-Hardy, M.R., and Eady and Pickford, L.JJ.) reversed his decision, holding that all that the claimant had done was in pursuance of his duties as an agent of the company.

CONTRACT—CONSIDERATION—PUBLIC POLICY—BANKRUPTCY ACT
—CONTRACT BY BANKRUPT TO PAY DEBT IN FULL—VALIDITY
OF CONTRACT.

Wild v. Tucker (1914), 3 K.B. 36. This was an action to enforce a contract made by the defendant, a bankrupt, in consideration of a small loan, to pay in full a large debt due by him to the plaintiff, and which was recoverable in the bankruptcy proceedings. It was contended that the contract was contrary to the policy of the Bankruptcy Act, and therefore void. The plaintiff had not proved his claim in the bankruptcy, and no dividend had been, or was likely to be, declared therein, and the defendant had not been discharged. But Atkin, J., who tried the action, held that the contract was valid and gave judgment for the plaintiff.

SALE OF GOODS—DOCUMENT OF TITLE—DELIVERY ORDER MADE
BY OWNER OF GOODS—DELIVERY ORDER NOT FOR SPECIFIC
GOODS—TRANSFER OF DELIVERY ORDER FOR VALUE—FAC-
TORS' ACT 1889 (52-53 VICT. C. 45), ss. 1, 2, 10—SALE OF
GOODS ACT 1893 (56-57 VICT. C. 71), ss. 25, 47, 62—(R.S.O.
c. 137, s. 3.)

Ant. Jurgens, etc., v. Dreyfus (1914), 3 K.B. 40. In this case the defendants who were the owners of 6400 bags of seed, gave a delivery order to one Finkler for 2640 of the bags for which Finkler gave them his cheque. This order Finkler transferred to the plaintiffs, who took it in good faith, and for valuable consideration. Finkler's cheque was subsequently dishonoured, and the