

of the Privy Council (Lords Macnaghten and Morris, and Sir H. Strong) agreed with the Supreme Court, and dismissed the appeal from its decision.

BANKER AND CUSTOMER—CERTIFYING CHEQUE, EFFECT OF—USAGE—CREDITING CUSTOMER WITH AMOUNT OF CHEQUE DEPOSITED.

In *Gaden v. The Newfoundland Savings Bank* (1899) A.C. 281, the Judicial Committee (Lords Watson, Hobhouse and Davey, and Sir H. Strong) have had to consider the legal effect of the custom of banker's certifying cheques. In the present case, the plaintiff deposited with the defendant bank a cheque certified by the bank on which it was drawn, and the amount of the cheque was placed to the credit of the plaintiff in the defendants' books. Subsequently, the bank on which the cheque was drawn stopped payment, and the cheque was dishonoured, and the amount was then debited by the defendants to the plaintiff. The plaintiff claimed the right to recover the amount of the cheque from the defendant bank with which it had been deposited; but the committee agreed with the Court below that the defendants must be deemed merely to have accepted the cheque as the depositor's agent for the purpose of getting it cashed, and, in the absence of any agreement to that effect, could not be deemed to have acquired title to it in consideration of the credit entry.

DECEIT—RIGHT OF ACTION—PERSON INDUCED BY MISREPRESENTATION TO COMMIT CRIME—FOREIGN ENLISTMENT ACT, 1870 (33 & 34 VICT., C. 90), S. 11.

Burrows v. Rhodes (1899) 1 Q.B. 816, is a case arising out of the famous Jameson raid in the Transvaal. The plaintiff in the action sued the defendant Rhodes as the managing director of the British South African Company, and Dr. Jameson, the leader of the raid, for damages incurred through the plaintiff having taken part in the raid, on the ground that he had been induced by the defendants to take part in the affair of the raid on the false representation that it was being carried out in co-operation with Her Majesty's forces, and with the sanction and support of Her Majesty's Government. The plaintiff claimed £3,000, the loss of a leg being among other items of damages. The defendants, by their defence, contended that the statement of claim disclosed no cause of action, and the point of law was argued before Grantham and Kennedy, JJ.; and on the part of the defendants it was argued