

bills of exchange were in Schiender's hands in Norway and still current, they were seized under a judgment recovered in Norway against I. F. Alcock alone, and after they had become due they were sold by auction under the execution to Meyer, who subsequently sold them in the ordinary course of business and *bona fide* to Kopman's bank. According to the law of the foreign country in which the sale of the bills of exchange took place the sale had the effect of conferring a valid title on the vendee, freed from all equities—that law not recognizing the English doctrine that the purchaser of an overdue bill takes only such title as the vendor had, nor any difference as to the negotiability of a bill before and after it is due. The contest was therefore between Arthur Alcock and I. F. Alcock & Co., the plaintiffs, and Kopman's bank, as to which of them, under the circumstances, had the better right to the bills. Romer, J., decided that the Bills of Exchange Act, s. 36, s-s. 2 (53 Vict., c. 33, s. 36, s-s. 2 (D.)), which provides that where an overdue bill is negotiated, it "can only be negotiated subject to any defect of title affecting it at its maturity, and thenceforward no person who takes it can acquire or give a better title than that which the person from whom he took it had," does not apply to transfers in a foreign country, but is only declaratory of the law where it is applicable; and that neither did s. 72, s-s. 2 (s. 71, s-s. 2 (b) of Dom. Act), which provides that "where an inland bill is indorsed in a foreign country the indorsement shall, as regards the payer, be interpreted according to the law of England," apply to the case; and he held that as the effect of the transactions in Norway must be determined according to Norwegian law, and as according to that law Kopman's bank had acquired a valid title to the bills and their proceeds, freed from all equities, their title must therefore prevail over that of the plaintiffs, and this decision was affirmed by the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.).

Legal Scrap Book.

BEQUEST TO A CHURCH—THE BLACK GOWN.

Many ecclesiastical cases, both interesting and amusing, have come to us from England, and now that of *Wright v. Tugwell* (1892), 1 Ch. 95, establishes that a bequest to a church, subject to a condition that the black gown shall be worn in the pulpit, is valid. Low Church testators will appreciate this decision.

TOBACCO A DRINK.

The successful party in the case of *Baker v. Jacobs* (23 Atl. Rep. 588) treated the jury to cigars, and on this ground a new trial was granted, the court holding that tobacco is both a victual and a drink, and, therefore, came within the prohibitive words of the statute. In *Wiseheart v. Grose* (71 Ind. 260), however, an action to enforce a contract by a son to "victual, clothe, etc.," his father for life, in return for the use of his farm, the court refused to consider that whiskey and tobacco were included by either "victuals" or "clothes."