

créanciers qu'il était ainsi sur le point de laisser le pays, lorsque cette déposition a été produite ;

"Et considérant qu'il n'y a pas d'erreur dans le jugement rendu par les juges de la Cour Supérieure siégeant en révision à Montréal le 31 mars 1877,

"Cette Cour, pour les motifs ci-dessus, confirme," etc.

*Doutre, Doutre, Robidoux, Hutchinson & Walker* for appellants.

*E. Carter, Q. C.*, for respondents.

### RECENT ENGLISH DECISIONS.

*Assignment*.—1. M., being in debt, assigned all his property to the defendant, and mortgaged some leasehold property to him to enable him to borrow money, all for the purpose of paying off and settling with M.'s creditors, among whom was the plaintiff. The defendant realized large sums from the property, and paid some of the debts, but not the plaintiff's. The plaintiff claimed an account, and that M.'s estate should be administered by the court, and his and the other debts paid. There was no allegation that plaintiff had had notice of the assignment by M. to the defendant. Demurrer allowed. *Garrard v. Lord Lauderdale* (2 Russ. & My. 45) and *Acton v. Woodgate* (2 My. & K. 492) approved. *Dictum of KNIGHT BRUCE, V. C.*, in *Wilding v. Richards* (1 Coll. 655), disallowed. —*Johns v. James*, 8 Ch. D. 744.

2. One G. contracted to build the defendant a ship for £1,375, payment to be made in instalments. G. was short of means, and the defendant made advances to him to enable him to continue the work, so that on October 27, when, by the contract, G. should have been paid only £500, he had been advanced £1,015. On that date, G. gave an order to the plaintiff, to whom he owed a large sum, upon the defendant, to pay the plaintiff £100 out of money "due or to become due" from the defendant to G. The plaintiff gave due notice of this order to the defendant; and the latter acknowledged it, but refused to be bound by it, and continued to make advances to G. up to the full contract price. Without these advances, G. would have been unable to complete his contract with the defendant. The Judicature Act, 1873, § 25, sub-s. 6, provides that a written assignment of

a chose in action shall be valid, if due written notice be given thereof to the person liable thereon. *Held*, that the assignment was good and binding on the defendant, and he must pay the plaintiff the £100, although he had already paid it to G.—*Brice v. Bannister*, 3 Q. B. D. 569.

*Bills and Notes*.—1. The defendant gave H. his acceptance to an accommodation bill, by writing his name across a paper bearing a bill stamp, and handing it to him. H. turned out not to need the accommodation, and returned the blank to defendant as he had received it. Defendant threw it into an unlocked drawer in a writing desk in his chambers, to which his clerk and other persons had access, and it was stolen, and the plaintiff received it *bona fide* for value, with the name of one C. regularly filled in. *Held*, that the defendant was not liable on the bill. Estoppel, negligence, and the proximate or effective cause of the fraud discussed.—*Baxendale v. Bennett*, 3 Q. B. D. 525.

2. A bill of exchange was drawn in England on a party in Spain, payable to defendant in Spain three months after date. The plaintiff purchased the bill in London from the defendant, who indorsed it to him there. Plaintiff indorsed it to one M., and forwarded it to him in Spain. M. indorsed it to C., and C. indorsed it to O., all in Spain. The bill was presented in Spain, May 1, and dishonored; and notice of the refusal to accept was sent to the plaintiff by M. May 13, and received May 26. Plaintiff gave notice to the defendant May 26. In Spain, no notice of non-acceptance is essential. *Held*, that the plaintiff could recover.—*Horne v. Rouquette*, 3 Q. B. D. 514.

3. The plaintiff, a merchant in London, procured a loan of £15,000 of the defendant bank, on the security of a cargo of goods in transit to Monte Video, and of six bills of exchange drawn by him on S., the consignee of the goods in Monte Video, and accepted by the latter. Two of these bills having been paid and two dishonored, the defendant bank, through its branch in Monte Video, proposed to sell the goods at once, when the plaintiff wrote to the defendant not to sell, and sent his check for £2,500, as additional security, adding that, when the bills were paid, "you will, of course, refund us the £2,500." The defendant drew the check, and, the other two bills having been