direct the clerk to alter and amend the roll by striking out the assessment for $500. *In re G. N. W. Tel. Co. and Town of Niagara*, Ontario. County Ct. of Lincoln, Aug. 1892, (Can. L. T.)

[See *In re* Can. Pacific Ry Co. and City of St. Catherines, 10 Can. L. J., on notes 269].

ATTORNEY AND CLIENT.

AUTHORITY OF ATTORNEY.

The mere employment of an attorney to foreclose a mortgage does not give him authority to receive from the sheriff money paid after foreclosure to redeem the property from a sale to the mortgagee. *Williams* v. *Grundysen*, Minn., 55 N.W. Rep. 557.

BAILMENT.

STOREKEEPER'S RIGHT OF GENERAL LIEN.

Where storekeepers stored goods under a condition specified in their invoices that "the goods are held subject to a lien by the storekeeper for his general balance against the same account,"

Held, that a general lien was thereby constituted against all goods held by them in name of the same customers, and not merely a lien over the balance in their hands of any particular lot for the storage dues of that lot. *Morris* v. *Whyte & Mackay*, Sheriff Ct. Rep., 9 Scot. Law Rev. 111.

BANK AGENT, POWER OF TO START CRIM. PROSECUTION — See Principal and Agent.

BANKS AND BANKING.

BANKER—CUSTOMER — STOCKBROKER PAYING INTO CREDIT OF HIS OWN ACCOUNT — MONEY OF CLIENT.

The appellants, who held as trustees fifty shares in the Commercial Bank of Scotland, instructed a stockbroker in Edinburgh to sell the shares and to deposit the proceeds in certain colonial banks in the names of the appellants. The shares were sold by the broker in the ordinary course of business, the dealing being between him and another member of the Stock Exchange who knew him only in the transaction, and accordingly gave in payment for the shares in the ordinary way a cheque payable to the broker or order. This cheque was paid by the broker to the credit of his account with the respondent bank. At the time when the cheque was paid in the broker's account with the respondent bank was overdrawn to an amount exceeding the amount so paid. The broker having become insolvent, the appellants claimed to be entitled to have the amount of the cheque repaid to them by the respondent bank. After the date of the receipt of the cheque some small amounts were drawn upon his account by the broker, but the amount so drawn was much less than the sum paid in. The respondent bank were aware that the cheque was the proceeds of the sale of the shares, but did not know, and had made no inquiry, whether the money paid in was in the broker's hand as agent or otherwise.

Held, affirming the decision of the Court of Session (18 Ct. Sess. Cas. 4th Series [Rettie], 751), that the respondent bank was entitled to retain the money in discharge *pro tanto* of the debt due to them from the broker. *Thomson* v. *Clydesdale Bank, Limited*, [1893] App. Cas. 282.

BILLS AND NOTES—SEE ALSO PRINCIPAL AND SURETY 1.

AMERICAN CASES.

1. MATERIAL ALTERATION.

In an action on a note by a purchaser before maturity, defendant pleaded an unauthorized alteration in the note. Plaintiff filed a general denial to the answer, and on the trial placed the note in evidence and rested. Defendant showed that the payee had made unauthorized alterations by filling in interest blanks left by defendant: *Held*, that the burden of proving that defendant was guilty of such negligence in leaving the blanks in the note as would estop him from denying liability was upon plaintiff, and that plaintiff did not assume the burden. *Conger* v. *Crabtree*, Iowa, 55 N. W. Rep. 335.

2. SURETY—ALTERATION.