fendant to watch the defendant's husband; and the plaintiff employed various men—among others, one Davis—to carry out her contract. Davis subsequently left the plaintiff's employment, and thereafter told one Gardiner, who had also been a former employee of the plaintiff, that he had been watching the defendant's husband, and Gardiner informed the husband of the fact; and the defendant, on hearing from her husband that he knew he was being watched, refused to pay the plaintiff; but Hamilton and Lush, JJ., held that the foregoing facts afforded no defence to the action; and that there was no implied warranty by the plaintiff that her servants after they left her employ would maintain secrecy.

SALE OF GOODS—DELIVERY OF MORE THAN BOUGHT—TRIFLING EXCESS—RIGHT OF BUYER TO REJECT WHOLE—SALE OF GOODS ACT, 1893, 56 & 57 VICT. c. 71, s. 30 (2).

Shipton v. *Weil* (1912) 1 K.B. 574. The Sale of Goods Act (which is supposed to be declaratory of the common law) provides—s. 30 (2)—that where the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole. In this case the plaintiffs contracted to sell to the defendants 4,500 tons of wheat, with the option to ship 8 per cent. more on contract quantity—the maximum quantity sold being thus 4,950 tons. The plaintiffs tendered 55 lbs. in excess of the latter quantity. The price payable for this excess at the contract price would be 4s., but the plaintiffs never made any claim therefor. Notwithstanding this, the defendants claimed the right to reject the whole of the wheat; but Lush, J., who tried the action, held that as the excess was trifling and no charge was made therefor, the defendants had no right to reject the whole as claimed by them. He considered that in order to entitle the buyer to reject the goods there must be a substantial difference between the quantity bought and the quantity tendered. The wheat had been resold by the plaintiffs at a loss, and the defendants were held liable for the loss.

BANKRUPTCY—ASSIGNMENT OF DEBTOR'S BUSINESS TO A COMPANY—BUSINESS CARRIED ON BY RECEIVER APPOINTED BY DEBENTURE HOLDERS—ASSIGNMENT TO COMPANY SET ASIDE AS FRAUDULENT—LIABILITY OF RECEIVER TO TRUSTEE IN BANKRUPTCY—TRESPASSER.

In re Goldburg (1912) 1 K.B. 606 is a bankruptcy case, but