

Gaming Act and the action was dismissed. Martingell then wrote to the committee of a club of which they were both members complaining that the debtor had failed to pay his debts of honour. On learning this the debtor applied to Martingell to withdraw the letter and in consideration of his so doing gave him the bills of exchange in question. Buckley, J., held that the withdrawal of the letter was a valid consideration for the giving of the bills of exchange, and that the defence of illegal consideration failed.

SALE OF GOODS—CONTRACT—"ABOUT AS PER SAMPLE"—VARIATION IN QUALITY BETWEEN BULK AND SAMPLE—VALIDITY OF CUSTOM AS TO SALE BY SAMPLE.

In re Walkers & Shaw (1904) 2 K.B. 152, was a case stated by an arbitrator. Barley had been sold under a contract that it was to be "about as per sample," and which contained an arbitration clause. The buyers having rejected the barley for not being up to sample, the dispute was referred to arbitration and the sellers proved before the arbitrator that there was a custom of the London Corn Exchange applicable to such contracts by which the buyer was not entitled to reject for difference in quality unless it was excessive or unreasonable, and was so found by arbitration under the contract. The arbitrator proved that there was a variation in quality from the sample, but that the inferiority was not excessive or unreasonable, and he awarded that the buyers were bound to accept the barley with an allowance in price in respect of the inferiority. Channel, J., held that the custom was good in law, being neither unreasonable nor uncertain nor contrary to the written contract, and he therefore upheld the award in favour of the sellers.

HIGHWAYS—LOCOMOTIVES—STATUTORY PROHIBITION AS TO SPEED OF LOCOMOTIVES—CROWN—PREROGATIVE.

In *Cooper v. Hatkins* (1904) 2 K.B. 164, the defendant was prosecuted for the infringement of a statutory provision regulating the speed of locomotives on highways. The defendant was an engineer in the service of the Crown, and had driven the locomotive on the occasion complained of in the performance of his duty, and the question was whether the statutory provision applied to a servant of the Crown acting in the performance of his duty, the Crown not being expressly named in the Act, and it was held by the Divisional Court (Lord Alverstone, C.J., and Wills and