nor action on covenant for not stopping the business in 1846, when more than one-fourth of the capital had been lost. The rule *actio personalis moritur cum personâ* does not apply in cases of breach of trust is still more strongly shown by a Scotch case, *Davidson* v. *Tulloch*, 3 Macq. 783, in which the transaction took place in 1834, and the action was commenced in 1860, when the original parties to the transaction were all dead. And where a fraud had been committed by partners in a bank upon a person, the fact of his having brought an action against the surviving partner does not preclude him from proceeding in equity against the personal representative of the deceased partner (*Rawlins* v. *Wickham*, 7 W. R. 145). Agents even will under certain circumstances be considered as trustees for their principal, and where this is so, lapse of time is no bar to the suit in respect to frauds upon the principal committed by them (*Walsham* v. *Stainton* 12 W. R. 64).

Rawlins v. *Wickham*, as well as the present case, are authorities for the principle, that in the case of directors or partners non-attendance and neglect of duty are no excuse; and directors who have not attended the board meetings, and neglected their duty, are equally liable with the rest to the consequences of their misconduct.

We have already referred to the distinction between the company and the aggregate of the members who compose it. It may seem a trifling one, but the importance of it will be seen by referring to the case of *The Society of Practical Knowledge* v. *Abbott*, 2 Beav. 559. The bill in that case was filed by the corporation of that name against the four promoters, or projectors, as they were at that day more properly termed, who had appropriate certain shares in the concern, without paying the full consideration for them, at the time when the four projectors where the only members of the company. The bill impeached this transaction, and sought to make them account to the corporation for the full value of the shares so appropriated by them, the equity of the corporation to this relief, which was granted, proceeding entirely upon the footing of the corporation being a distinct thing from the aggregate of the members composing it.

It only remains for us to refer to the compromise entered into between the official liquidator and one of the directors of his liabilities as a contributory. This comprise had reference only to his liability as a contributory, and had no reference to his liability as a director to the shareholders of the company. The compromise was in fact in terms restricted to his liability as a contributor; but even if it had extended to his acts as a director, the Court would have directed an inquiry, notwithstandiug the compromise, on the subsequent discovery of fraudulent actions, unknown at the time of the compromise. In *Stainton* v. *The Carron Company*, 12 W. R. 1120, and the House of Lords, held, after a compromise in a suit had been entered into, with the sanction of the Court, between the representatives of an agent of a company and the company, in respect of accounts between them, that on the subsequent discovery of a fraud committed by the agent, the company ceased to be bound by the compromise. —*Solicitors' Journal.*

A BAILIFF AND A JURY.

At the Worcestershire Summer Assizes, before Mr. Justice Byles, W. Riley, miner, was indicted for maliciously wounding Alfred Potter. Mr. H. C. James and Mr. Godson appeared for the prosecution, and Mr. Harrington for the defendant. At the conclusion of the case for the prosecution, Mr Harrington was about to address the jury on behalf of the prisoner, when his Lordship intimated that the Court would adjourn for 20 minutes, and directed that the jury should be given in charge of a bailiff, who would take them to a room in the building where they would be refreshed. Mr. Bennett, the sheriff's officer, was then called upon, and after being sworn in the usual way to prevent the jury from dispersing and to keep them from being communicated with, he directed the gentlemen to come down from the box and to follow him, which they accordingly did. On the Court re-assembling, his Lordship took his seat and inquired the reason that the jurymen were not in their places, as the time expired. As no one appeared to be able to answer the question after it had been repeated several times, the Judge directed that some one should go in search of the bailiff who had them in charge. Whilst the messenger was away one of the gentleman composing the jury quietly walked into the box by himself, and after complacently wiping his perspiring forehead and depositing his hat upon the floor, took his seat, much to the astonishment of the Judge and Court, who for a moment failed to realise the position in which they were placed.

His Lordship then said to him: Have you been with the other jurymen?

The juryman: No, sir.

His Lordship: Where have you been then?

The juryman: To the Saracen's Head, sir.

His Lordship: This is a most improper thing, sir. You should not have separated, and you have rendered yourself liable to a serious penalty.

His Lordship also said that it appeared to him that there was not enough attendance to keep order in the Court, and again inquired the whereabouts of the bailiff and the other jurymen.

Bennett now appeared upon the scene, when

His Lordship, addressing him, said: Were you not sworn, sir, to keep the jury together?

Bennett: Yes, my Lord, and I thought I had got 'em all, but when I got upstairs into the room I found that there was only 10.

The Judge: It was your duty to keep them together, and you should have done so. How is it you did not do so?