

letters to the defendant in which, in order to terrify his victim, he graphically described himself as being "the extortionate and usurious money lender with about a gross of aliases, and the hottest and bitterest of creditors," and by his private written instructions to his employees in which he had shewn the importance which he himself attributed to the concealment of his identity. It is seldom that poetic justice is so signally done.

WEIGHTS AND MEASURES—WEIGHING MACHINE—PAPER—"FALSE OR UNJUST"
—WEIGHTS & MEASURES ACT, 1878 (41 & 42 VICT., c. 49), s. 25—(R.S.C. c. 104, s. 25.)

Lane v. Rendall (1899) 2 Q.B. 673, is a case stated by justices. The defendant was charged with an infraction of the Weights and Measures Act, (see R.S.C. c. 104, s. 25), the facts being that, in weighing tea, a piece of paper was placed under the receptacle on the scales on which tea was weighed, so that the weight indicated by the scale was $1\frac{1}{2}$ drachms more than there really was of tea. The defendant contended that in weighing tea purchased, he was entitled to include the paper in which the tea was packed, but the Court (Ridley and Darling, JJ.,) repudiated the idea that a tea dealer is entitled to sell as a pound of tea, a pound in weight made up of tea and paper, and held that the defendant should be convicted of a breach of the Act.

COMPANY—DIRECTOR—MISFEASANCE—DIVIDENDS PAID OUT OF CAPITAL—LIQUIDATOR, RIGHT OF, TO RECOVER FROM DIRECTOR DIVIDENDS IMPROPERLY PAID.

In re National Bank of Wales (1899) 2 Ch. 629, was an application by a liquidator in a winding up proceeding to compel a director of the company in liquidation to make good certain moneys of the company, part of which had been improperly invested, and part applied improperly in payment of dividends, and part lost by improper advances to customers and allowing them to overdraw their accounts. The company in question had carried on a banking business, and having got into difficulties determined to transfer its business and assets, other than uncalled capital, to another company, subject to the stipulation that if the assets transferred exceeded the liabilities, the surplus should be refunded to the company in liquidation, and if, on the other hand, the assets transferred proved insufficient to discharge the liabilities, the company in liquidation should make good the difference. In the

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