

was defendant. Replication, that the said words were spoken falsely and maliciously, and without any reasonable, probable or justifiable cause, and without any foundation whatever, and not *bona fide* in the discharge of the defendant's duty as judge, and were wholly irrelevant in reference to the matter before him. *Held*, that the action could not be maintained.—*Scott v. Stansfield*, Law Rep. 3 Exch. 220.

LIMITATIONS, STATUTE OF.—A cheque is not an advance until it has been paid, and the Statute of Limitations only runs from that time.—*Garden v. Bruce*, Law Rep. 3 C. P. 300.

The analogy of the Statute of Limitations cannot be set up by an executor, in answer to a claim founded on a breach of trust by his testator.—*Brittlebank v. Goodwin*, Law Rep. 5 Eq. 545.

MASTER AND SERVANT.—W., the defendants' servant, was killed in consequence of the negligent construction of a platform by N., also in their employ. N.'s fitness for his place was not denied. The jury were instructed, that, if the platform was completed before W. was engaged, and if the defendants had delegated to N. their whole power and duty, without control on their part, W. and N. were not fellow-workmen, and the defendants would not be discharged on that ground. *Held*, erroneously. N.'s duty was a continuing one. A master is not made liable to a servant for an injury caused by the negligence of a fellow-servant, by the simple fact that the latter is of a higher grade, as a superintendent.—*Wilson v. Merry*, Law Rep. 1 H. L. Sc. 326.

RAILWAY.—A train of the defendants, while stationary on their railway, was run into by, and by the fault of, another train. Several companies had running powers over that part of the defendants' line, and no evidence was given whether the moving train belonged to or was under the control of the defendants. *Held*, that *prima facie* defendants were liable.—*Ayles v. South-Eastern Railway Co.*, Law Rep. 3 Ex. 146.

A railway carriage on which the plaintiffs (husband and wife) were passengers to R., on reaching R. overshot the platform on account of the length of the train. The passengers were not warned to keep their seats, nor was any offer made to back the train to the platform, nor was it so backed. After several persons had got out of the carriage the husband did so, and the wife then took his hands and jumped from the step, and in so doing strained her knee. There was no request made to the company's servants to back the train, or any communication with them. It was daylight. *Held* (per Martin, Bramwell and Pigott, BB.; Kelly, C. B., *dissentiente*),

that there was no evidence for the jury of negligence in the defendants.—*Foy v. London B. & S. C. R. Co.* (18 C. B. n.s. 225). distinguished.—*Siner v. Great Western Railway Co.*, Law Rep. 3 Exch. 150.

UNDUE INFLUENCE.—Persuasion is not unlawful; but pressure, of whatever character, if so exerted as to over power the volition, without convincing the judgment, of a testator, will constitute undue influence, though no force is either used or threatened.—*Hall v. Hall*, Law Rep. 1 P & D 481.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

DEBENTURE.—Debentures issued by a company, under a general power of borrowing, in part discharge of existing debts, are valid.—*In re Inns of Court Hotel Co.*, Law Rep. 6 Eq. 82.

The N. I. Co. gave debentures, in which, after reciting a debt due from said company to C., they covenanted to pay to "C., or to his executors, administrators, or transferees, or to the holder for the time being of this debenture bond," a certain sum; provided, that payment to the holder of the bond should discharge the company from any claim in respect thereof. *Held*, that holders of these bonds could prove in their own names, but (contrary to the decision of the Master of the Rolls) subject to all the equities between the company and C.—*In re Natal Investment Company (Claim of the Financial Corporation)*, Law Rep. 3 Ch. 355. See *Aberaman Ironworks v. Wickens*, Law Rep. 5 Eq. 485, 517.

APPLICATION TO QUASH CONVICTION—ENTITLING RULE NISI—PRACTICE.—On application to quash a conviction, so soon as the return to the *certiorari* has been filed the cause is in this court, and the motion paper and rule nisi must be entitled in the cause.

Where the rule was not so entitled it was discharged, but, being on a technical objection, without costs; and under the circumstances of the case an amendment was not allowed.—*The Queen v. Morton*, Law Rep. Q. B. 132.

GAMING.—Surrounding the inclosure of the grand stand for the Doncaster races was a strip of land, itself inclosed by a paling. Within this strip were placed temporary wooden structures with desks, at which were clerks. A man outside conducted the business of betting, and the clerks recorded the bets. *Held*, that such a structure was an "office" and a "place," within 16 &