

by L. D. Flipo payable to order of Mr. L. D. Flipo. The drawers accepted it in the following words: "*In favor of Mr. L. D. Flipo only*, No. 28 accepted, payable at Alliance Bank, London." The word "order" was struck out, but when or by whom did not appear. The question was whether this acceptance was qualified so as to render the bill not negotiable. The House of Lords (Lord Halsbury, L.C., Lords Watson and Herschell) (Lords Bramwell and Morris dissenting) affirmed the decision of the Court of Appeal that the acceptance was not qualified. The decision turns on the peculiar way in which the acceptance appeared on the bill. The words we have italicised above being written, and forming a separate and distinct clause from the rest of the acceptance, which was printed with a stamp. Under these circumstances it was considered that if it was intended to qualify the acceptance it had not been done clearly and unequivocally, and, therefore, the words "*in favor of Flipo only*" did not have the effect of qualifying the acceptance. Lord Herschell says, "it may be that if the same words had been found in the body of the acceptance, following the word 'accepted,' they would have amounted to the qualification contended for." The presence of the words "No. 28" was considered to have an important effect.

MANDAMUS.

The Commissioners of Income Tax v. Pemsel (1891), A. C. 531, seems to require notice merely on the ground that the House of Lords determined that where commissioners, appointed under a statute, are empowered by statute to make an allowance for the return of income tax in certain cases, and the commissioners refused to grant such an allowance in a case which the court thinks it ought to have been granted, a mandamus may be awarded to compel them to do so.

BILL OF EXCHANGE CANCELLATION OF BILL WITHOUT AUTHORITY—DAMAGES FOR WRONGFUL CANCELLATION OF BILL.

In *Bank of Scotland v. Dominion Bank* (1891), A. C. 592, the action was brought by the holders of a bill of exchange against their agents, to whom they had entrusted the bill for collection, to recover damages for its wrongful cancellation, under the following circumstances: On the bill being presented to the acceptors for payment, they refused to pay the full amount claimed to be due on it, but tendered a sufficient sum to cover all they admitted to be due, subject to a condition that if the sum paid was not accepted in full the money was to be returned. The agent took the money, gave up the bill and marked it paid, and the acceptors cancelled their signature. The plaintiffs refused to accept the sum thus paid in full, and claimed to have the bill returned to them. This was done; but owing to the bill appearing to be cancelled, the holders were unable to take summary proceedings for its recovery, but had to bring an ordinary action, in which they ultimately recovered judgment against the acceptors for the full amount. The acceptors, however, became bankrupt, and in consequence of the delay thus occasioned in the proceedings to enforce payment, the greater part of the debt was lost. As Lord Selborne observes, the case was a hard one on the agents of the Bank of Scotland, but, notwithstanding this, their Lordships were compelled to hold them liable for the loss, subject to the right, to which the plaintiffs submitted, of their being subrogated to any rights which the plaintiffs might have against the drawers of the bill.