in London, procured a loan of £15,000 of the defendant bank, on the security of a cargo of goods in transit to Monte Video, and of six bills of exchange drawn by him on S., the consignee of the goods in Monte Video, and accepted by the latter. Two of these bills having been paid and two dishonored, the defendant bank, through its branch in Monte Video, proposed to sell the goods at once, when the plaintiff wrote the defendant not to sell, and sent his check for £2,500, as additional security, adding, that when the bills were paid, "you will of course refund us the £2,500." The defendant drew the check; and, the other two bills having been dishonored, the defendant took proceedings against S., as a result of which the goods were, with plaintiff's consent, sold, and the bills without plaintiff's knowledge, delivered up to S. cancelled. The proceeds of the goods were insufficient, even with the £2,500, to satisfy the claim. *Held*, that the plaintiff could not recover the £2,500 from the defendant.—*Yglesias* v. *The Mercantile Bank of the River Plate*, 3 C. P. D. 60.

2. A bill of exchange drawn by a firm in one country upon the same firm in another country, and accepted in the latter place, is perhaps, strictly, a promissory note, but the holder may treat it either as a promissory note or as a bill of exchange; and where it appears to have been the intention that it should be negotiable in the market as a bill of exchange, it should be treated as such.—*Willans et al.* v. *Ayers et al.*, 3 App. Cas. 133.

3. By 19 & 20 Vict. c. 97, sec. 6, "no acceptance of a bill of exchange, inland or foreign, shall be sufficient to bind or charge any person, unless the same be in writing on such bill, and signed by the acceptor, or some person duly authorized by him." *Held*, that the word "accepted," written across the face of the bill, and unsigned, did not satisfy the statute.—*Hindhaugh* v. *Blakey*, 3 C. P. D. 136.

4. The plaintiffs, holders of a promissory note payable at the M. branch of the defendant bank, and drawn by parties having an account at the Y. branch of the said bank, deposited it with the S. branch of said bank, to be sent to the M. branch for collection. The M. branch, in the course of business, stamped the note as "paid," cancelled the signatures, and sent the S. branch a draft therefor in favor of the plaintiffs. The same day, the Y. branch, in its books, credited the drawers of the note with the amount thereof, but no notice of the credit was sent the drawers or holders. Two days later, the drawers becoming irresponsible, the M. branch wrote the S. branch to cancel the draft, and returned the note dishonored with the indorsement, "cancelled in error." There was no evidence as to the state of the drawers' account at the Y. branch. *Held*, that the effect of marking the note "paid," and cancelling the signatures, was rendered null by writing on it "cancelled in error," before returning it to the holders; and that the entries in the accounts between the branches of the bank as to payment of the note not having been communicated to the holders of the note, were not effectual to charge the bank with receipt of the money—*Prince* v. *Oriental Bank Corporation*, 3 App. Cas. 325.

5. An acceptor of a foreign bill of exchange subsequently dishonored, is liable by way of a charge for re-exchange for all the necessary expense incurred by the drawer in consequence of its having been dishonored by the acceptor.—*In re General South American Co.*, 7 Ch. D. 637.

Bonds.—See *Mortgage.*

Broker.—See *Factor.*

Carrier.—See *Common Carrier.*

Caveat Emptor.—See *Sale.*

Charter Party.—See *Demurrage.*

Children.—See *Devise*, 2; *Will*, 4.

Common, Rights of.—See *Pannage.*

Common Carrier.—Plaintiff signed a contract with the defendant company, by which the latter was to carry some cheeses for plaintiff at "owner's risk;" that is, the company was to be responsible only for injury resulting from the "wilful misconduct" of its servants." In consideration of this limitation of liability, a lower rate was charged. The contract further stated that the company would carry goods at a higher rate, assuming all the usual liabilities of common carriers. The plaintiff had knowledge of all the foregoing facts. The Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), s. 7, permits railway companies to make such special contracts for carriage of goods as shall be adjudged "just and reasonable" by the court. The cheeses were so negligently packed by the company's servants that they were damaged; but the packers did not know that damage would result. *Held*, that the plaintiff could not recover.—*Lewis* v. *The Great Western Railway Co.*, 3 Q. B. D. 195.

[To be continued.]