for breach by the defendant, the master, of his covenants in an apprenticeship deed; or, in the alternative, to recover the whole or some part of the premium of £100. The apprentice had been detected in acts of dishonesty, and on the evidence the judge found he was an habitual thief; in consequence of his dishonesty, the defendant refused to continue him as his apprentice or keep, teach or maintain him as stipulated by the apprenticeship deed; and the simple question was whether the apprentice's dishonesty exonerated the defendant from liability under his covenant, and A. L. Smith, J., held that it did, and that the plaintiffs were therefore not entitled to either form of relief claimed by them.

CHEQUE—WORDS PROHIBITING TRANSFER—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., C. 61), SS. 8, 73, 76 (53 VICT., C. 33, SS. 8, 72, 75 (D.)).

National Bank v. *Silke* (1891), 1 Q.B. 435, is a case illustrating the law as to the effect of the system of crossing cheques, which has now been introduced into Canada under the Bills of Exchange Act (53 Vict., c. 33 (D.)). By section 8 of the Act it is provided that "when a bill contains words prohibiting transfer, or indicating an intention that it should not be transferable, it is valid as between the parties thereto, but it is not negotiable." The instrument in question was a cheque payable to the order of one Moriarty, and was crossed by the drawer with the words, "Account of Moriarty at the National Bank." Moriarty received the cheque and indorsed it to the National Bank, who placed the amount of it to his credit, and the amount placed to his credit was drawn against by Moriarty and his cheques honored. On the National Bank presenting the cheque in question for payment it was refused, the drawers having stopped payment on the ground that it had been obtained by false representations. The National Bank then brought the present action against the drawer, who set up as a defence that the words written across the face of the cheque had the effect of rendering it not negotiable, and therefore that the plaintiffs could not sue on it. The first question was whether s. 8 applied to cheques. It was contended that it did, because by s. 73 (s. 72 of our Act) a cheque is defined to be "a bill of exchange payable on demand." The Court of Appeal assumed without deciding that this was so, but held that, even if it were so, the cheque, being payable to order, could not be made "not negotiable" except by words plainly prohibiting transfer. The words used here the Court considered ambiguous, and only amounting to a direction to the plaintiffs to carry the amount when received to Moriarty's account; and they held also that the plaintiffs were holders for value and not mere agents of Moriarty to collect the amount for him.

PRACTICE—MOTION FOR NEW TRIAL—JURISDICTION OF COURT OF APPEAL TO ENTER JUDGMENT, INSTEAD OF GRANTING NEW TRIAL—ORD. lviii. r. 4 (ONT. RULE 755).

In *Allcock* v. *Hall* (1891), 1 Q.B. 444, notwithstanding the dictum of Lord Halsbury, L.C., to the contrary in *Millar* v. *Toulmin*, 12 App. Cas. 747, the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) held that on a motion for a new trial the Court might, if it should see fit, instead of granting a new trial direct judgment to be entered in favor of the party against whom the verdict at the trial