

the amount being under \$2,000, and there being no such future rights as specified in sub-section (b) of sec. 29, which might be bound by the judgment. *Gilbert & Gilman 16 Canada, S. C. R. 189*, appeal quashed without costs. *Dominion Salvage & Wrecking Co. v. Brown*, Supreme Ct. of Canada, March 9, 1892.

APPLICATION FOR INSURANCE—See Insurance 26.

APPRAISEMENT AND PROOF OF LOSS—See Insurance 10. 19.

ARBITRATION OF LOSS—See Insurance 15.

ARGUMENT OF COUNSEL—See Crim. Law, 15. 17.

ASSAULT—See Crim. Law 10.

ASSESSMENT OF DAMAGES—See Sale of Goods 8.

ASSIGNMENT—See Sale of Goods 7.

ASSIGNMENT OF NOTES—See Bills and Notes 7.

ASSIGNMENT OF POLICY—See Insurance 12. 22.

ASSIGNMENT FOR BENEFIT OF CREDITORS—See Corporations 13.

ATTORNEY AND CLIENT.

COMPENSATION—CONTRACT.

Plaintiff, an attorney, was interested with his brother in certain business furnished by defendant. The brother was not a lawyer, and had no interest in plaintiff's legal business.

Held, that an agreement by the brother that plaintiff should undertake certain litigation for defendant on a contingent fee was unauthorized and void. Jan. 20, 1892. *Leavitt v. Chase*, 13 N. Y. Supp. 883, affirmed, N. Y. Ct. of App.

ATTORNEYS—See Champerty 1. 2.—Counties 2.—Stipulation by Attorney.

AUCTIONEER, RESPONSIBILITY OF, FOR PLANT IN HIS EMPLOYER'S PREMISES—See Neg. 15.

AUTHORITY OF AGENT TO WARRANT—See Sale of Goods 8.

AVERMENTS OF DECLARATION—See Carriers 8.

BANK ACT—See Warehouse Receipts.

BANKS AND BANKING.

1. COLLECTIONS — PROOF OF HAND WRITING.

(1) To relieve a bank from liability to refund money paid to it for the account of its principal through fraud or mistake, it must have actually paid over the same to the principal, and the giving the principal credit for the amount on the bank's books is not sufficient.

(2) A draft for \$12.50, drawn on plaintiff by a correspondent, was raised to \$5,000, and as so raised, cashed by plaintiff upon defendant's presenting it endorsed for collection. *Held*, that upon discovery of the fraud, plaintiff could recover from defendant the amount paid to it less \$12.50 unless the signature of the drawer was also a forgery; and that the fact that the genuine signature of the drawer had been touched up a little with a brush or quill, but not essentially altered, did not constitute it a forgery.

(3) The testimony upon the part of defendant to show that the signature of the drawer of a draft was a forgery was that of experts, who were unfamiliar with the signature, and who only testified from scientific tests, and a comparison of the signature with those acknowledged to be genuine, and from the appearance of the signature of the draft in question. On the other hand, the drawer himself, and various persons who had seen him write, and were familiar with his signature, all swore that in their opinion the signature was genuine. *Held*, that a finding in favor of the genuineness of the signature would not be disturbed, and that the fact that the drawer had written a letter in reference to his signature, in which he did not express himself in as positive terms as he did as a witness, in no way discredited his testimony. December 22, 1891. *United States Nat. Bank v. Nat. Park Bank of New York*, 13 N. Y. Supp. 411, affirmed without opinion. N. Y. Ct. of App., Alb. L. J.

2. DRAFT—ACCEPTANCE—REVOCA-TION.