trar-General should from week to week pay over the amounts so deposited by cheques on their account in favour of the colonial treasurer. Moneys were from time to time sent to the plaintiffs' bank by the Registrar-General by the hands of his clerk, who fraudulently kept back part of the moneys and concealed the fraud by forging receipts from the bank for the proper amount. The Registrar-General drew cheques in favour of the colonial treasurer on the account, on the assumption that all the money had been properly paid into the account, which cheques were duly honoured. The result was that the account of the Registrar-General was largely overdrawn to the extent of the amounts fraudulently abstracted by the clerk of the Registrar-General; no notification having been sent to that officer by the bank that the account was being overdrawn. The present action was brought against the colonial treasurer for the amount thus overdrawn; but the Judicial Committee (Lords Watson, Hobhouse, Macnaghten, Morris, and Hannen, and Sir R. Couch) agreed with the Supreme Court of New South Wales in dismissing the action. Their lordships were unable to accede to the argument of counsel for the appellants that the moneys thus paid by way of overdraft were paid in mistake of fact, or could be regarded as had and received by the Government to the use of the bank. On the contrary, they held that they were moneys which the Registrar-General had in fact collected, and which the bank led the Government to believe had actually been deposited with them, and there was no authority, express or implied, from the Government to the bank to honour any cheques of the Registrar-General for any amount beyond what was actually deposited by him. We may observe that the liability of the Registrar-General for the overdraft was not in question.

Notes and Selections.

ELECTRIC WIRE—CONTRIBUTORY NEGLIGENCE.—Where a citizen of Cambridge, Massachusetts, thrust out of his way a "live" wire which lay on the sidewalk it was held by the Supreme Court of the State that he was not guilty of contributory negligence.

INSURANCE, ACCIDENT—EXTERNAL MARK OF INJURY.—Where an insurance policy stated that it did not cover injuries of which there was no visible external mark on the body, and the plaintiff's injury was a strain which was not externally visible for some time after the accident, it was held that he could recover. *Pennington* v. *Pacific, etc., Ins. Co.*, Sup. Court of Iowa, May 23, 1892.

WILL—EVIDENCE OF SOLICITOR.—It was held in *Doherty* v. *O'Callaghan* (Sup. Jud. Ct. Mass., June 27, 1892) that on the question whether or not an instrument presented for probate is the will of the testator, the attorney who prepared the instrument may testify to the directions given him by the testator.