receive and, if they considered enough had been tendered, to give a discharge therefor.

PROMISSORY NOTE PAYABLE ON DEMAND—NEGOTIABLE INSTRUMENT—MORTGAGE BY WAY OF FURTHER SECURITY OF DEBT SECURED BY NOTE—TRANSFER OF NOTE AFTER RECEIPT OF AMOUNT DUE THEREON—INDORSEE FOR VALUE WITHOUT NOTICE—RE-ISSUE OF NOTE, WHAT AMOUNTS TO.

In *Glasscock* v. *Balls*, 24 Q.B.D., 13, an attempt was made to defeat the claim of a *bona fide* indorsee for value of a promissory note payable on demand, under the following circumstances: The note was given by the defendant to one Wayman, and as a further security for the debt represented by the note, he also gave him a mortgage on certain property. Wayman transferred the mortgage to one Hall, and received from him sufficient to pay the debt due on the note. He afterwards transferred the note to the plaintiff for value, as security for a debt due by him to the plaintiff. On the part of the defendant it was argued that the case was within *Bartrum* v. *Caddy*, 9 Ad. & E. 275, as being a re-issue of the note after it had been paid out of the proceeds received from the transfer of the mortgage. But the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) were of opinion that the plaintiff could not be said to have taken a note over due, because there was no proof of any demand of payment having been made under it, and therefore, being an indorsee for value, he was *prima facie* entitled to recover, and that *Bartrum* v. *Caddy* did not apply because the note had not been paid, and secondly, the note could not be said to have been re-issued after payment, because it never came back to the power or control of the maker. The appeal from the decision of Lord Coleridge, C.J., was therefore dismissed.

PENAL ACTION—OMISSION TO COMPLY WITH STATUTORY DIRECTIONS.

Smith v. *Wood*, 24 Q.B.D., 23, was an action to recover penalties for delivering coal short of weight. The statute imposing the penalty required the sacks to be weighed both "with and without the coal therein;" this method of weighing had not been followed, and it was consequently held by the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.), affirming the judgment of Q.B. Divisional Court, 23 Q.B.D., 380, that the plaintiff was not entitled to recover.

EXPROPRIATION OF LAND BY RAILWAY CO.—COMPENSATION—"LAND INJURIOUSLY AFFECTED"—OBSTRUCTION OF LIGHTS—MEASURE OF DAMAGE.

Re London, Tilbury & S. E. Railway Co., and Gowers Walk Schools, 24 Q.B.D., 40, was an arbitration arising out of the expropriation of land by a railway company, in consequence of which the owner of neighboring lands claimed compensation for "lands injuriously affected" by the expropriation. The claimant, being the owner of certain buildings with ancient lights, pulled them down and erected a new building on their site. The position of some portions of the windows in the new building coincided with that of portions of the old windows, while others of the new windows occupied wholly different positions. Before any prescriptive right to the access of light to the new windows had been acquired, a railway company, in pursuance of their statutory powers, erected a