sers were covered with the wet dung of fowls, and in O.'s fowl pen, under the roosts, marks of the knees of cord trousers were found, and, on the floor, fresh feathers as if from a fowl's neck; and on the following morning the doors of the fowl pen and of other buiidings, which had been closed on the previous night, were found open.

Held, that there was evidence to go to the jury, and that a conviction was right.—*Reg.* v. *Robert Mockford*, 16 W. R. 375.

DEBENTURE "PAYABLE TO BEARER"—ASSIGNMENT OF CHOSE IN ACTION.—The rule of equity, that assigments of choses in action are subject to the equities subsisting between the original parties to the contract, must yield to a contrary intention appearing from the contract itself.

Hence, where the promoters of a joint-stock company agreed that on the establishment of the company debentures should be issued to B. and D., payable to bearer, and the articles of association confirming this agreement, debentures payable to bearer were afterwards issued by the company to B. and D.

Held, that the assignees, by mere delivery of B. and D., took the full benefit of their contract, and could, under the winding-up of the company, prove for these debentures in their own names, thus disregarding any equities between the company and B. and D.

Such debentures not to be regarded as promissory notes.

Quære. — Whether at law these debentures would not have been void.—*Re The Blakely Ordnance Company (Limited). Ex parte The New Zealand Banking Corporation (Limited.)* 16 W.R. 533.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

RAILWAY COMPANY—LIABILITY FOR ACTS OF THEIR SERVANTS.—The mere fact of the employment of a station master by a railway company is not even *prima facie* evidence of an authority from them to him to do that which the railway company itself had not authority to do.

Hence, if a station master, acting under an erroneous belief as to the state of facts, gives the plaintiff into custody, this will not render the railway company liable as for the act of their agent by inference, unless the company would have had power to do the act complained of, had the facts which the station master supposed to exist really existed.—*Poulton* v. *The London and South Western Railway Company*, 16 W. R. 309.

CONTRACT, CONSTRUCTION OF—NONJOINDER OF PLAINTIFFS. — An agreement for the sale of certain mines was made between the plaintiff, acting for himself, and also under a letter of attorney for and on behalf of A., B. & C., co-proprietors with him of the said mines, and carrying on business in co-partnership with him under the style of C. & Co., of the one part, and the defendants of the other part, whereby the plaintiff, acting for himself and co-partnars as aforesaid, thereinafter called the vendors, agreed to sell, and the defendants agreed to buy, the said mines.

Held, that the plaintiff could not sue alone for a breach of such agreement, but that A., B. & C. were parties to it, and must be joined as plaintiffs.—*Jung* v. *The Phosphate of Lime Company*, 16 W. R. 309.

BILL OF EXCHANGE—INTERNATIONAL LAW—CONTRACT—A bill of exchange was drawn and accepted in England, where it was also made payable, and was subsequently indorsed in France by a person resident and domiciled in that country to another person, also resident and domiciled there. The indorsement was made in accordance with the law of England, and not according to that of France.

Held, that the endorsement was good, as being in accordance with English law, and that it is not the nationality of the parties, but that of the contract, which must be regarded.

Held, also, that a contract made in England cannot, so far as the liability of the original parties to it, be varied by the law of any foreign nation through which the instrument constituting it passes. — *Lebel and another* v. *Tucker*, 16 W. R. 338.

PATENT—INFRINGEMENT OF.—Bottles of beer, covered with capsules of materials made by the plaintiff's process, were forwarded by a firm in Glasgow to their agents in England to be by them shipped abroad.

Held, that this was an infringement of the plaintiff's invention.

A patent for coating lead with tin by mechanical pressure, would be invalidated by evidence showing that lead coated with tin by mechanical pressure had, upon any occasion, been manufactured openly, not experimentally, but in the course of business, although none of the material might have been sold.

Although the publication of a mere notion of discovery, without any information of the means, will not invalidate the patent of a subsequent discoverer of those means, yet a specification may be bad as insufficiently describing the process sought to be appropriated, and still disclose