advanced. The agent had, under his power of attorney, implied power to borrow money for the purpose of carrying on his principal's business, and their lordships were of opinion that this implied power, under circumstances of emergency, must be deemed to include power to borrow on exceptional terms, outside the ordinary course of business, and that a lender was not bound to inquire whether the emergency had arisen or not, but was entitled to recover from the principal, sums advanced *bona fide* without notice that the agent was exceeding his authority.

PRACTICE—VERDICT IN PURSUANCE OF AWARD—COSTS—APPORTIONMENT OF COSTS.

In *O'Rourke* v. *The Commissioners of Railways*, 15 App. Cas., 371, the Privy Council, following *Duke of Buccleuch* v. *Metropolitan Board of Works*, 1 H.L.C, 418, held that where a case is referred to arbitration by a consent order, and the arbitrators are directed to return a general award on the whole declaration for a sum certain, and such award is thereby directed to be entered as a verdict whereon final judgment may be signed, and the costs of the action, reference, and award, are directed to abide the result—and an award is thereupon rendered for the plaintiffs for part of their claim, carrying costs—it is not open to the court to give the defendant judgment in respect of the residue of the sum claimed, and then direct the taxing-officer to ascertain, by the evidence of the arbitrators and others, what parts of the plaintiffs' claim the defendant had succeeded on, with a view to the apportionment of the costs, because evidence on that point would be inadmissible as tending to explain or contradict the award.

ABSOLUTE CONVEYANCE CLAIMED TO BE A MORTGAGE—EVIDENCE TO CONTRADICT DEED.

Barton v. *Bank of New South Wales*, 15 App. Cas., 379, was an appeal to the Privy Council in a case in which the plaintiff claimed that a deed, though absolute in form, was intended to be a mortgage. The circumstances of the case were that William Barton, who died in 1881, had in 1869 borrowed from the defendants £600, and had deposited, as security for the loan, the title deeds of three parcels of land. In 1874 the debt and interest being then £723 odd, he executed an absolute conveyance of the three parcels to the defendants, in which the fact of the loan was recited, the amount due, and that the deed was made in satisfaction of £400 of the debt. What was attempted to be relied on as showing that the deed was intended to be a mortgage was a correspondence which had subsequently taken place between the parties, in which some equivocal expressions had been used, and some entries in the defendant's books of account, and the neglect to credit the £400 to the borrower's credit; but these, in the opinion of their lordships, were wholly insufficient to establish the plaintiff's contention, especially as the explanation of the bank's omission to credit the £400 had been excluded, on an objection taken by the plaintiff.

STOPPAGE IN TRANSITU—DELIVERY TO CARRIER—DURATION OF TRANSITUS.

In *Lyons* v. *Hoffnung*, 15 App. Cas., 391, the Judicial Committee has added the weight of its authority in support of the soundness of the rule of law laid down by the Court of Appeal in *Bethell* v. *Clark*, 20 Q.B.D., 615 (see *ante* vol. 24, p. 293). In that case Lord Esher, M.R., stated the rule to be, that "when the goods have not been delivered to the purchaser, or to any agent of his to hold for