

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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BY-LAW—VALIDITY—OFFENSIVE LANGUAGE IN TRAM CARS.

Gentle v. Rapps (1902) 1 K.B. 160. Under a Tramways Act the promoters of any tramway are empowered to make by-laws for prevention of nuisances in any carriage belonging to them. The promoters of a tramway made a by-law providing: "No person shall swear or use offensive or obscene language while in or upon any carriage." On a case stated by justices, the Divisional Court (Lord Alverstone, C.J., and Darling and Channell, JJ.) held that the by-law was valid although it did not contain any words indicating that the prohibition was confined to cases where the use of such language would be a nuisance or annoyance to others.

BANKER—CHEQUE—CONVERSION—CROSSED CHEQUE PAID INTO CUSTOMER'S ACCOUNT—FORGED INDORSEMENT—CREDIT GIVEN TO CUSTOMER BEFORE CHEQUE CLEARED—RECEIPT OF PAYMENT OF CHEQUE BY BANKER—CROSSING CHEQUES—LIABILITY OF BANKER—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., c. 61) s. 3, SUB-S. 1; ss. 60, 73; s. 77, SUB-S. 6; s. 79, SUB-S. 2; ss. 80, 82 (BILLS OF EXCHANGE ACT, 53 VICT., c. 33, D., s. 3, SUB-S. 1; s. 24, SUB-S. 2; s. 72; s. 76, SUB-S. 6; s. 78, SUB-S. 2; ss. 79, 81).

Gordon v. London City and Midland Bank (1902) 1 K.B. 261, is a case involving the construction of several sections of the Bills of Exchange Act, 1882 (see 53 Vict. c. 33, D.). The plaintiff traded under the firm name of Gordon & Munro; he had in his employ a clerk named Jones, who opened accounts in his own name with the defendant banks respectively. After he had opened this account with the defendants, the London City and Midland Bank, he commenced a series of dealings with cheques which belonged to the plaintiff, and most of which were drawn on banks other than the defendants' bank, payable to the order of Gordon & Munro. Having obtained possession of these cheques he forged the signature of the plaintiff's firm on the back of these, and then handed them to the defendant bank, who at once credited him with the amount of the cheques and he was allowed to draw the money as and when he required. His account would have been overdrawn during a large portion of the time covered by the transactions but