

bills; but the Court of Appeal (Lord Esher, M.R., and Bowen and Kay, L.JJ.) came to a different conclusion on both points, and held that the several bills, all relating to the same business, were parts of one bill, and that the delivery of the bill was not complete until the last bill was delivered; and therefore that the client was entitled to a taxation of all the bills on applying within the proper time from the delivery of the last of the bills. They also agreed that the giving of a bill of exchange by a client to his solicitor for costs claimed to be due is not necessarily a payment which debars the client from a right to a taxation unless both the solicitor and client expressly so agree; but is, in the absence of such agreement, only a conditional payment.

MALICIOUS PROSECUTION—CRIMINAL PROCEEDING—PROCEEDING AGAINST PASSENGER FOR REFUSING TO PAY FARE.

Rayson v. South London Tramways Co., (1893) 2 Q.B. 304, was an action against a company for malicious prosecution, and shows, in view of a recent verdict recovered in the Assize Court in Toronto, that a tramway company seeking redress against a passenger erroneously supposed not to have paid his fare is in a somewhat perilous position. In this case, the company, under a statute which provided a penalty of forty shillings against any person travelling on any tramway without paying his fare, commenced a prosecution against the plaintiff to recover the penalty, and failed; and it was held that the proceedings taken under the Act for the enforcement of the penalty were proceedings in respect of a criminal offence, so that an action for malicious prosecution would lie against the defendants for taking them. In the Toronto case, a verdict of \$500 was given against a street railway company for ejecting a passenger on the erroneous supposition that he had not paid his fare.

COMPANY—ISSUE OF PAID-UP SHARES—WINDING UP—ALLOTTEES OF PAID-UP SHARES, LIABILITY OF, AS CONTRIBUTORIES.

In re Edwystone Marine Insurance Company, (1893) 3 Ch. 9, is an illustration of the liability which persons incur of becoming contributories in winding-up proceedings in respect of shares which they have accepted from a company as paid-up shares by way of gift or bonus. In this case the company had been carried on as a private company, all