

the plaintiff until 1909; the defendants refused to pay, and the matter went to arbitration and the arbitrator awarded £10 8s. as compensation and costs £79 18s. The action was brought on the award and the defendants set up that the plaintiff's claim was barred by the Statute of Limitations. But a Divisional Court (Ridley and Avory, JJ.) held that the Statute of Limitations did not begin to run until the making of the award, as, up to that time, the plaintiff had no cause of action.

SOLICITOR—REGISTRAR OF COUNTY COURT—DEFENDANT IN PERSON  
OFFICER OF COURT—REGISTRAR DEFENDANT IN HIS OWN COURT  
—TAXATION BY REGISTRAR OF HIS OWN COSTS.

In *Tolputt v. Mole* (1911) 1 K.B. 836, the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Buckley, L.JJ.) have affirmed the judgment of the Divisional Court (1911) 1 K.B. 87 (noted ante, p. 137), both in regard to the taxation by the defendant of his own costs; and also as to the propriety of the items allowed.

NEGOTIABLE INSTRUMENT—PROMISSORY NOTE—DURESS—KNOWLEDGE OF DURESS BY HOLDER—EVIDENCE—BURDEN OF PROOF—BILLS OF EXCHANGE ACT, 1882 (45-46 VICT. C. 61), s. 30, s.-s. 2—(R.S.C. c. 119, s. 58(2)).

*Talbot v. Von Boris* (1911) 1 K.B. 854. This was an action against husband and wife on two promissory notes to which the wife's signature had been obtained by duress. It was not proved that the plaintiff had notice of the duress, and the wife, who was called as a witness, said that she did not think the plaintiff knew of it. The plaintiff was not called as a witness, and gave no evidence to negative his knowledge of the duress. The jury found that the signature of the wife had been obtained by duress, but that the plaintiff did not know of the duress. On these findings Phillimore, J., gave judgment for the plaintiff, and the Court of Appeal (Williams, Farwell and Kennedy, L.JJ.) held that he was right, and that the onus was on the defendant to shew that the plaintiff had knowledge of the duress; and that the provisions of the Bills of Exchange Act, s. 30, sub-s. 2 (R.S.C. c. 119, s. 58(2)), do not apply to the original payee of a negotiable instrument, but only to subsequent holders.