RECENT LEGAL DECISIONS.

BANKING RECEIVING PAYMENT FOR A CUSTOMER. —The celebrated Birmingham case in which it appeared that a clerk for four or five years had opened letters of the firm employing him, and extracted cheques of the firm, has now been set at rest by the House of Lords. The action was by the firm, whose name had been forged, against the bank with which the dishonest clerk deposited the stolen cheques in an account which he opened there, and was to recover back their value. The clerk, in addition to the forged endorsement of his employers, added his own endorsement. The cheques as soon as they were paid in by the forger were placed by the bank to his credit at once, without waiting for their collection. In fact, so soon as a cheque or draft was put in by him, he became entitled to draw against it, and did so draw at pleasure. At the trial, judgment went substanially for the firm, against the bank; this, the English Court of Appeal reversed, and now the House of Lords restores the judgment against the bank, except as to cheques and drafts for a small amount. The bank relied principally on the section of the Bills of Exchange Act, which declares that: "Where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque, by reason only of having received such payment."

ACCIDENT INSURANCE, POISON IVY.—In April, 1897, a resident of Florida, obtained an accident policy from the Preferred Accident Insurance Company, of New York. About a month later, while out riding in the country, poison ivy was blown into his left eye, causing inflammation, which extended to both eyes and to his face, with the result that he was disabled from transacting business for ten weeks. The policy insured against the effects of bodily injury caused solely by external, violent and accidental means; and it contained an accepting clause, that "the insurance did not cover injury, fatal or non-fatal, resulting from any poison or infection, or from anything accidentally or otherwise taken, administered, absorbed or inhaled." The company refused to pay, and in the action which followed, pleaded that their contract did not cover injury from poison. A victory obtained at the trial by the poisoned policyholder, has been changed upon appeal by the Supreme Court of Florida, into a judgment in favour of the insurance company. (Preferred Accident Insurance Company of New York v. Robinson 33 Southern Reporter, 1,005).