

plaintiffs the balance of the proceeds remaining after payment of a specified sum to another creditor. They also wrote to the plaintiffs advising them of what had been done. Before the receipt of the letters the firm in South America became bankrupt and the syndic in the bankruptcy telegraphed instructions which amounted to a revocation of directions given in the letter of the consignors to the defendants. The action was brought claiming to recover the balance of the proceeds of the sale of the ores pursuant to the consignors' original letter of instructions to the defendants, and Bigham, J., who tried the case, held that the plaintiffs were entitled to recover because as soon as the letters of the consignors were posted there was a good equitable assignment of the balance of the proceeds to the plaintiffs, which the subsequent bankruptcy of the consignors could not effect.

PARTNERSHIP—DEATH OF PARTNER—GOODS ORDERED BEFORE BUT NOT DELIVERED TILL AFTER DEATH OF PARTNER — DECEASED PARTNER'S ESTATE—PARTNERSHIP ACT, 1890 (53 & 54 VICT. 3. 39) S. 9.

Hagel v. Miller (1903) 2 K.B. 212, was an action brought against the personal representative of a deceased member of a firm to recover the price of goods ordered by the firm in the lifetime of the deceased, but not delivered until after his death. The County Court judge dismissed the action, and the Divisional Court (Lord Alverstone, C.J., and Wills, and Channell, JJ.) held that he was right in so doing, as until delivery there was no debt.

NEGLIGENCE—INVITATION BY SERVANT TO TRAVEL ON MASTER'S ENGINE—LIABILITY OF MASTER FOR NEGLIGENCE OF SERVANTS.

Harris v. Perry (1903) 2 K.B. 219, is one of those cases which illustrate the way in which employers are involved in actions for damages notwithstanding that the servant has acted contrary to the express instructions of his employer. In this case the defendant was a contractor for the construction of a tunnel, and for the purpose of carrying out the work had constructed a temporary line on which an electric engine ran. This engine was used to draw trucks and was not intended nor adapted for carrying passengers, and the defendant had directed that no one should be permitted to ride on it but the driver and a guard. Notwithstanding these instructions, however, it had been used for carrying officials in the employment of the defendant and of the