CHARGE—PROTECTION FROM ARREST — "CREDITOR"—The protection from arrest, given to a bankrupt by statute 12 & 13 Vic. c. 106, s. 112, does not extend to an arrest made by a creditor whose debt was incurred between adjudication and order of discharge.

The word "creditor" in that section means a creditor who could prove in the bankruptcy.—*In re Poland*, 14 W. R. 599.

RECEIVING STOLEN GOODS—JOINT RECEIPT—If A. & B. are jointly indicted for receiving stolen goods and it is proved that A. separately received the goods from the thief, and that B. received them from A., both may be convicted under 24 & 25 Vic. c. 96, s. 94.—*Reg.* v. *Rearden et al.*, 14 W. R. 663.

LARCENY AS BAILEE—The prisoner, a carrier, was employed by the prosecutor to deliver in his (the prisoner's) cart a boat's cargo of coals to persons named in a list, to whom only he was authorised to deliver them. Having fraudulently sold some of the coals, and appropriated the proceeds.

Held, that he was properly convicted of larceny as a bailee within 24 & 25 Vic. c. 96, s. 3.—*Reg.* v. *Davies*, 14 W. R. 679.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

RAILWAY COMPANY — BILL OF EXCHANGE — POWER TO ACCEPT.—The plaintiffs, as indorsees, sued the defendants, a railway company, as acceptors of a bill of exchange.

Held, that the defendants had no power to accept a bill of exchange, and were not liable in this action, they being a coporation created for the purpose of making a railway, and the accepting of a bill of exchange not being incidental to the object for which they were incorporated.

Held, also, that the defence was properly raised by a plea denying the acceptance of the bill.—*Bateman* v. *The Mid-Wales Railway Company*, 14 W. R. 672.

INFRINGEMENT OF TRADE MARK — Long use of a trade mark gives such a property in it to the owner that another person cannot adopt the same device even though it be his family crest.—*Standish* v. *Whitwell*, 14 W. R. 512.

PROMISSORY NOTE—PAYEE.—A note was made payable to the trustees of a chapel "or their treasurer for the time being."

It was *held*, that this did not make the payee uncertain, and that the document was a promissory note within the statute of Anne.—*Holmes* v. *Jacques*, 14 W. R. 584.

CONTRACT—DRUNKENNESS—DURESS.—A contract unreasonable in itself, entered into by an habitual drunkard when in a state of excitement from excessive drinking almost amounting to madness, with a person who at the time had him in complete subjection, will be set aside. It is not necessary in such a case to prove actual madness. —*Wiltshire* v. *Marshall*, 14 W. R. 602.

ACTION FOR CALL ON SHARES—MISREPRESENTATION.—Where a person has been induced to take shares in a company on the faith of representations contained in their prospectus, which afterwards turned out to be false, he will be entitled to an interim injunction to restrain proceedings at law to enforce a call.—*Smith* v. *R. R. S. Mining Co.* 14 W. R. 606.

NEGLIGENCE—UNFENCED HOLE—INNKEEPER—GUEST.—The plaintiff went to a public-house by appointment to meet a friend, and, as his friend had not arrived, walked into the parlour, and there fell through a hole in the floor, which was being repaired. As far as appeared, his only object in coming to the house was to meet his friend. In an action against the landlord for negligence in not fencing the hole, and in which the plaintiff alleged that he was in the house as a guest, the jury found for the plaintiff

The court refused a rule to nonsuit the plaintiff which was asked for on the ground that there was no evidence, either of negligence on the part of the defendant, or of the plaintiff being in the house as a guest.—*Axford* v. *Prior*, 14 W. R. 611.

CONTRACT—LIQUIDATED DAMAGES.—The plaintiff, a builder, contracted with the defendant to do certain repairs and alterations to a house, to be completed within a specified time, "subject to a penalty of £20 per week that any of the works remained unfinished" after the stipulated periods.

Held, that the sum of £20 per week was in the nature of liquidated damages, and could be deducted by the defendant without proving the loss he had actually sustained by reason of the delay.—*Cruz* v. *Aldred*, 14 W. R. 656.