

bill of lading, and expressed himself satisfied therewith. It subsequently turned out that the bill of lading had been forged by the vendors, and that no cotton had been shipped by them; whereupon the defendants commenced an action in New York to recover from the plaintiffs the amount paid on the bill of exchange. In that action the Court held that according to American law the bill of exchange was not an unconditional undertaking to pay, but was contingent on the bill of lading being genuine; but it was ultimately decided in that action that the case was governed by the law of England. In order to save the expense of obtaining expert evidence as to the English law, the defendants in the New York action brought the present action in order to obtain a declaration as to their rights in the premises, and the defendants counterclaimed for the relief which they had sought in the New York action. The action was tried before Bailhache, J., and the learned judge holds that according to English law the rights of the parties must in the circumstances, under the Bills of Exchange Act, 1882, s. 72 (1) (b) (R.S.C. c. 119, ss. 160, 161) be determined by American law, and applying that law as laid down in the New York action, he dismissed the plaintiffs' action, and gave judgment for the defendants on their counterclaim—at the same time expressing the opinion that if the case had had to be determined under English law the defendants must have failed.

SUNDAY OBSERVANCE—AMUSEMENT CATERER—SALE OF GOODS—
TRADESMAN—SUNDAY OBSERVANCE ACT (29 CAR. 2 c. 7), s. 1.

Hawkey v. Stirling (1918) 1 K.B. 63. This was a case stated by a magistrate. Hawkey was convicted of committing a breach of the Sunday Observance Act (29 Car. 2 c. 7) s. 1. He carried on on weekdays and Sundays a place of amusement, where anyone who chose might play at certain games, paying him for the use of the implements. In the event of the player achieving a certain result, Hawkey gave him some article. Shooting at targets also took place, Hawkey supplying guns and cartridges for money payments. It was contended that nothing was sold as nothing was taken away except the rewards for prizes, which were gifts. A Divisional Court (Darling, Avory, and Sankey, JJ.) however, held that the accused was a "tradesman" within the meaning of the Act and was carrying on his ordinary calling on a Sunday, and therefore, rightly convicted.