

money paid under a mistake of fact. Wills, J., however, who tried the action, held that the plaintiffs could not recover on the ground that the payee was a "fictitious or non-existing person" within the meaning of s. 7, s-s. 3 (see 53 Vict., c. 33, s. 7, s-s. 3 (D.)), and, therefore, the cheque was, under that section, payable to bearer; and the fact that the plaintiffs were ignorant that the payee was a fictitious or non-existing person was held to be immaterial.

MASTER AND SERVANT—IMPLIED OBLIGATION OF SERVANT—SERVANT IMPROPERLY USING INFORMATION GAINED DURING SERVICE—BREACH OF CONFIDENCE.

In *Robb v. Green*, (1895) 2 Q.B. 315; 14 R. Sept. 184, the Court of Appeal (Lord Esher, M.R., and Kay and Smith, L.JJ.) have affirmed the judgment of Hawkins, J., (1895) 2 Q.B., p. 1 (noted ante p. 472), the Court holding that, even where there is a written contract of service, which is silent on the point, there is, nevertheless, an implied stipulation that the servant will act with good faith towards his master, and the defendant's conduct complained of amounted to a breach of that stipulation.

PRACTICE—ADDING PARTIES—DEPOSIT OF FREIGHT WITH WAREHOUSEMAN—ACTION BY SHIPOWNER—ORD. XVI., R. 11 (ONT. RULE 324)—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT., c. 60), ss. 493-6.

There are several cases reported in this number of the Q.B. Reports on the law relating to shipping to which we have not thought it necessary to refer here, because it is a branch of law which in Ontario is not of very general interest. *Montgomery v. Foy*, (1895) 2 Q.B. 321; 14 R. Sept. 179, though a case of this kind, involves a point of practice which it may be useful to notice. Under the Merchant Shipping Act a shipowner placed a cargo in the custody of a warehouseman, with notice of a lien for freight. The consignees, who had no beneficial ownership, but were merely agents for sale, in order to obtain possession of the cargo, deposited the freight with the warehouseman, with a notice to retain it under s. 496 of the Merchant Shipping Act. The present action was brought by the shipowner against the consignees to obtain a declaration that the plaintiff was entitled to the money so deposited. The consignees and the shippers applied under Ord. xvi., r. 11 (Ont. Rule 324), to add the shippers as defendants, in order that they might set up a counterclaim against the