

guishable, and that the plaintiff had in fact acted as it was intended he should act in the carrying out of the contract in question.

PRINCIPAL AND SURETY—BANK GUARANTEE—DUTY OF BANK TO GUARANTOR—NON-DISCLOSURE BY BANK TO GUARANTOR OF SUSPICIONS CONCERNING CONDUCT OF DEBTOR — RELEASE OF SURETY.

National Provincial Bank of England v. Glauusk (1913) 3 K.B. 335. This was an action by a bank on a guaranty given by the defendant for the payment of all moneys due by one Coles, a customer of the bank. Coles was also the agent of an estate, of which the defendant was life tenant. The manager of the bank had suspicions that Coles was using the funds of this estate illegitimately, and for other than the purposes of the estate, but he omitted to communicate these suspicions to the defendant. The defendant claimed that this omission had the effect of discharging him from liability, but Horridge, J., who tried the action, held that it did not, and that although in the case of a fidelity guaranty such an omission would work a discharge of a surety, yet that rule did not apply in the case of a guaranty of a debt, and that the bank were under no obligation to communicate suspicions affecting the credit of the debtor, even if it entertained them, but he thought the evidence indicated that they had in fact been removed on inquiry.

NEGLIGENCE—BREACH OF DUTY—HORSE AND CARRIAGE HIRED BY HUSBAND—VICIOUS HORSE—INJURY TO WIFE — KNOWLEDGE OF OWNER—CONTROL OF CARRIAGE—ACCEPTANCE OF WIFE AS PASSENGER.

White v. Steadman (1913) 3 K.B. 340. This was an action by husband and wife to recover damages for injuries sustained by them in the following circumstances. The husband hired from the defendant, a livery stable keeper, a landau with horse and driver for the purpose of taking a drive. His wife accompanied him in the carriage. The horse shied on meeting a traction engine and became unmanageable, the carriage was upset and both husband and wife were injured. The jury found that the defendant ought to have known, if he had used proper care, that the horse was unsafe to be sent out with the carriage, but that the driver was not negligent. On these findings the de-