

by E. to C. on the same day that A., who was largely indebted to C., upon an overdrawn account, and upon contingent liabilities upon bills of exchange not then matured, suspended payment:—*Held*, as between B. and C., that B. was entitled to the £2000 covered by the marginal receipts, subject only to a set-off of any sums actually due and payable to C. by A. at the time when such marginal receipts became payable, upon liabilities contracted before notice was received by C. of the assignment to B. *Jeffries v. Agra and Masterman's Bank*, Law Rep. 2 Eq. 674.

*Bonus and Trustee or Mortgagee.*—A trustee has no right to exact or charge any remuneration or bonus in respect of great advantages accrued to the *cestuis que trust* from services incident to the performance of the duties imposed by the deed of trust. *Barrett v. Hartley*, Law Rep. 2 Eq. 789.

*Master and Servant—Liability of Master to Servant for Negligence—Foreman a Fellow Servant.*—The rule, that a master is not liable to a servant for injuries sustained from the negligence of a fellow servant in their common employment, is not altered by the fact that the servant guilty of negligence is a servant of superior authority, whose lawful directions the other is bound to obey.—The defendant was a maker of locomotive engines, and the plaintiff was in his employ. An engine was being hoisted (for the purpose of being carried away) by a travelling crane moving on a tramway resting on beams of wood supported by piers of brickwork. The piers had been recently repaired, and the brickwork was fresh. The defendant retained the general control of the establishment, but was not present; his foreman or manager directed the crane to be moved on, having just before ordered the plaintiff to get on the engine to clean it. The plaintiff having got on the engine, the piers gave way, the engine fell, and the plaintiff was injured. This was the first time the crane had been used and the plaintiff employed in this manner:—*Held*, that there was no evidence to fix the defendant with liability to the plaintiff: for that, assuming the foreman to have been guilty of negligence on the present occasion, he

was not the representative of the master so as to make his acts the acts of the master; he was merely a fellow servant of the plaintiff, though with superior authority; and there was nothing to show that he was not a fit person to be employed as foreman; neither was there any evidence of personal negligence on the part of the defendant, as there was nothing to show that he had employed unskilful or incompetent persons to build the piers, or that he knew, or ought to have known, that they were insufficient. *Feltham v. England*, Law Rep. 2 Q. B. 33.

*Debtor and Creditor—Composition Deed—Fraud.*—Declaration on the money counts. Plea, that by a deed of arrangement made in pursuance of the law of New South Wales, and made between the defendant of the first part, certain trustees of the second part, and the creditors of the defendant named in a schedule to the deed of the third part, the defendant assigned all his estate to the trustees in trust for distribution equally among all his creditors; and that by the deed the parties of the first and second parts did, if and when the deed should have been executed by four fifths in number and value of the creditors, release the defendant from all demands, &c.; that the deed was executed by such majority, and amongst others by J. W. D. (one of the plaintiffs); and that the defendant was released from all causes of action. The replication, on equitable grounds, averred that the plaintiff, J. W. D., executed the deed on the faith of the several provisions therein contained, but that it was never executed by any of the other plaintiffs; that the defendant agreed with certain of his creditors, being other than the plaintiffs, to pay or secure to such creditors, in consideration of their executing the deed, certain pecuniary and valuable benefits and preferences over the others, and thereby induced such preferred creditors to execute the deed; and that such agreement was made, and such execution by the preferred creditors procured, without the knowledge or consent of the plaintiffs or of the creditors of the defendant other than the preferred creditors; and that the defendant procured the deed to be executed by such majority as in