(2) The mere form of the instrument is not to be regarded. It makes no difference what position they are placed in, whether as maker of a note, acceptor, or drawer of a bill and indorsers; if there is co-suretyship, the rule applies: *Reynolds* v. *Wheeler*, 10 C.B.N.S. 561; *Fisken* v. *Meehan*, 40 U.C.R. 146.

(3) Co-suretyship is not established from the mere fact that each of the parties is an accommodation indorser: *Janson* v. *Paxton*, 26 C.P. 439, 464; *Fisken* v. *Meehan*, supra.

EDW. H. SMYTHE.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

The Law Reports for April comprise: (1896) 1 Q.B., pp. 253-640; (1896) P. pp. 93-129; and (1896) 1 Ch. pp. 349-572.

TRAMWAY—BY-LAW—REQUIREMENT TO DELIVER UP TICKET OR PAY FARE—REASONABLENESS OF BY-LAW.

Hanks v. *Bridgman*, (1896) 1 Q.B. 253, was a case stated by a magistrate as to the validity of a by-law made by a tramway company in pursuance of statutory authority, which required passengers, when required so to do, to deliver up their tickets or pay the fare legally demandable for the distance travelled. The passenger in this case paid his fare and received a ticket, but inadvertently lost it. He declined to pay the fare over again, and was thereupon summoned for breach of the by-law. The Court of Appeal (Lindley and Kay, L.JJ.), held that the by-law was reasonable and that the defendant ought to be convicted.

TRAMWAY—BY-LAW—REQUIREMENT TO SHOW TICKET—REASONABLENESS OF BY-LAW.

Lowe v. *Volp*, (1896) 1 Q. B. 257, is a similar case to the last. In this case the by-law required each passenger to show his ticket (if any) when required so to do by any conductor or authorized servant of the company. The defendant paid his