than a parol declaraton of payment. In *Graves* v. *Key*, 1 B. & Ald. 313, 318, where the holder of a bill had written on it a receipt in general terms, and the question was whether the receipt was conclusive evidence that the bill had been satisfied, the following reasons were prepared by the court for delivery: "A receipt is an admission only, and the general rule is that an admission, although evidence against the person who made it, and those claiming under him, is not conclusive evidence, except as to the person who may have been induced by it to alter his condition. *Straton* v. *Rastal*, 2 T. R. 366; *Wyatt* v. *Marquis of Hertford*, 3 East, 147; *Herne* v. *Rogers*, 9 B. & C. 586. A receipt, therefore, may be contradicted or explained, and there is no case, to our knowledge, in which a receipt upon a negotiable instrument has been considered to be an exception to the general rule."

Lord Ellenborough's dictum in *Almer* v. *George*, 1 Camp, 392, that a receipt in full, where the person who gave it was under no misapprehension and can complain of no fraud or imposition, operates as an estoppel and is binding on him, means, according to Pollock, C. B., in *Bowes* v. *Foster*, 6 W. R. 257; 2 H. & N. 784, where the receipt in full is given as for a real receipt and discharge. *Almer* v. *George*, moreover, is distinctly overruled by *Graves* v. *Key*, *sup.*, and is not law. As Martin, B., explained in *Bowes* v. *Foster*, the fact of a release may be pleaded; but a receipt cannot be pleaded in answer to an action, it is only *evidence* on a plea of payment; and where the defendant is obliged to prove payment, a document not under seal is no bar as against the fact that no payment was made. Thus, the effect of a receipt is destroyed on proof that it was obtained by fraud; (*Farrer* v. *Hutchinson*, 9 A. & E. 641), or that it forms part of a transaction which was merely colorable (*Bowes* v. *Foster*, *sup.*), and a receipt indorsed for the purchase-money, although signed by the seller is of no avail in equity if the money be not actually paid (*Coppin* v. *Coppin*, *sup.*; see *Griffin* v. *Clowes*, 20 Beav. 61), though the receipt in the body of the deed, being under seal, amounts to an estoppel, and is binding on the parties at law. *Rountree* v. *Jacob*, 2 Taunt. 141.

The question between the plaintiff and the defendant company in *Lee* v. *Lancashire and Yorkshire Railway Company*, *sup.*, was, whether the receipt covered future and consequential injuries or not. The receipt was in terms a discharge of the plaintiff's claim in full upon the company, but the plaintiff alleged that he signed it on the express condition that he should not thereby exclude himself from further compensation if his injuries eventually turned out to be more serious than was then anticipated. A receipt, as we have seen, is an admission only, which may be contradicted or explained (*Graves* v. *Key*, *sup.*), and it was accordingly open to the plaintiff to traverse the plea by denying that he received the money paid him in satisfaction and discharge of his injuries, except the injuries then known; in which case it would be properly left to the jury to say whether or not he received the money in full satisfaction and discharge. But if the plaintiff had given a release under seal in similar terms, and the defendant company had pleaded it, his evidence could not have been received to explain the instrument. In that case, if fraud had been imputed to the defendant company, two courses would have been open to the plaintiff, viz.: either to meet the plea of the release by a replication of fraud at law, or to file a bill charging fraud, and praying that the defendants might be restrained from relying on the plea. Such a bill will lie, although it does not go on to pray for compensation or any other relief (*Stewart* v. *Great Western Railway Company*, *sup.*), although there is a concurrent remedy at law. But in *Lee* v. *Lancashire and Yorkshire Railway Company*, *sup.*, fraud was not imputed, and there was no relief in respect of the receipt, which the court could give plaintiff, which he could not equally well obtain at law by rectifying the plea, and adducing evidence to show that the receipt was not intended to exclude him from further compensation.—*Solicitor's Journal.*

PROSECUTIONS AND THE POLICE.

The police have been severely censured for their conduct of the prosecution in the Eltham murder. It is said, that having constructed a theory at the commencement of the case, they devoted their entire attention to the procuring of evidence to confirm their suspicions. They believed they had got the right man, and, so believing, they could recognise no evidence that did not fall in with their preconceived views.

Undoubtedly there was much in the conduct of the case for the prosecution that proved the need for a professional public prosecutor. The proper business of the police is to gather together every fact affecting a crime, and place it in the hands of some competent solicitor, by whom all may be sifted—what is worthless put aside, and the clue followed up where the evidence is weak. The Greenwich police are not lawyers, and they were not advised by a lawyer. On the first aspect of the facts, there were strong grounds for suspicion. It must be remembered, in their justification, that they were informed of a great deal that was not legal evidence, and that in the pursuit of justice it is necessary to pick up every thread that may guide to discovery. The commentators on the conduct of the case appear to forget that the police were in possession of a great deal which, though not admissible in the witness box, is yet what is called "moral evidence"—that is to say, evidence which *influences* the judgment, though not legally controlling it. It is right to exclude such evidence at the trial, because it is open to a certain amount of ques-