

were that the plaintiff had been employed by a partnership consisting of four members as manager of a branch of their business for a certain period. Before the expiration of this period two of the partners retired, and the business was transferred to and carried on by the other two partners, who were willing to employ the plaintiff on the same terms as before for the remainder of the period, but he declined to serve them. Wright, J., held at the trial that the dissolution of the firm did not operate as a dismissal of the plaintiff, and he therefore dismissed the action; but on appeal a majority of the Court of Appeal (Lopes and Rigby, L.JJ.) held (Lord Esher, M.R., dissenting) that the dissolution of the firm did operate as a dismissal of the plaintiff, or a breach of the contract to employ him for the specified period; but that under the circumstances he was only entitled to nominal damages. The appeal was therefore allowed, but without costs of the appeal or in the court below. It appeared that the plaintiff had actually served the defendants for a period of two months beyond the date up to which he had been paid, for which he was entitled to recover £50; but as he had not stated his case in that way, but had claimed for the full unexpired period, the Court of Appeal held that he could not even get the lesser relief, because if he had confined his claim to the £50 the defendants might have paid the money into court and avoided further litigation; but that hardly seems a reasonable or satisfactory way of disposing of the case, or one that is in accordance with the spirit of the Judicature Act.

CHEQUE—PAYE A FICTITIOUS OR NON-EXISTING PERSON — BILLS OF EXCHANGE ACT (45 & 46 VICT., c. 61), s. 7, s-s. 3; s. 73 (53 VICT., c. 33, s. 7, s-s. 3; s. 72 (D.)).

*Clutton v. Attenborough*, (1895) 2 Q.B. 306. was a case arising under the Bills of Exchange Act. A clerk of the plaintiffs had procured the plaintiffs to sign a number of cheques in favour of "George Brett," whom the clerk represented to be a person who had done work for the plaintiffs. There was, in fact, no such person as George Brett, and no work had, in fact, been done by anybody as represented by the clerk, who forged the name of George Brett and negotiated the cheques with the defendant, who obtained payment thereof. The plaintiffs claimed to recover the amount of these cheques from the defendant as