

by the bank on a forged cheque of the customer. The forgery consisted in raising the cheque after being signed from £2 to £120. The forgery took place in the following circumstances: a clerk of the plaintiff's brought a cheque to be signed by one of the plaintiff's firm. The cheque had, as the Judge found, at that time a blank space for writing in the amount, but had on it in figures £2:0:0. The clerk after signature filled in the blank space with the words "one hundred and twenty pounds" and added before the "2" a "1" and after it an "0." The bank contended that the plaintiffs had negligently signed the cheque in such a shape as to give the clerk the opportunity of committing the forgery, and therefore they could not recover; but Sankey, J., who tried the action, held that the bank was liable, and in arriving at that conclusion refused to follow *Young v. Grote* (1827), 4 Bing. N.S. 3, which he considered had been in effect overruled by later cases. The law it must be confessed as decided in this case seems somewhat hard on banks. See *Columbia Gramophone Co. v. Union Bank of Canada*, 38 O.L.R. 326, a somewhat similar case.

SHIP—TIME CHARTER—RESTRAINT OF PRINCES—REQUISITION OF SHIP BY ADMIRALTY.

*Modern Transport Co. v. Duneric S.S. Co.* (1917) 1 K.B. 370. This was an appeal from the decision of Sankey, J. (1906) 1 K.B. 726 (noted ante vol. 52, p. 222). The question discussed on the appeal was simply whether the charterers of a ship chartered for a specified time, subject to an exception against restraint of princes, and which during the specified time is requisitioned and used by the Admiralty, are liable for the hire of the ship during the period it was so used by the Admiralty. Sankey, J., had held that they were liable, and his decision is now affirmed by the Court of Appeal (Eady, and Bankes, L.JJ., and Lawrence, J.). The contest arose, it may be observed, by reason of the hire received from the Admiralty being less than that payable under the charter party.

MAINTENANCE OF ACTION—MAINTAINED ACTION SUCCESSFUL—LIABILITY OF MAINTAINER—MEASURE OF DAMAGES—LIMITED COMPANY.

*Neville v. London Express Newspapers* (1917) 1 K.B. 402. This was an action to recover damages against the defendants for having wrongfully maintained an action of third party against the plaintiff, the defendants having no interest in the action