

sidered a prepayment, surely the settlement of accounts between the defendant and A. had the same effect as though the defendant had paid the whole sum over to A. and received £1000 back.—Ed. L. J.]

Principal and Surety—Increase of the duties of the principal debtor.—Action on a bond conditioned for the due performance by A. of his duties as collector of the poor rates and of the sewers rates for the parish of St. Anne; the bond to continue in force if A. held either office separately. Breach, that A. received money in both capacities, and failed to pay it over. *Plea*, that before breach an act was passed increasing A.'s duties as collector of sewers rates, and under which he was also elected collector of main drainage rates, by the persons under whom he held his other appointments:—*Held*, bad on demurrer, on the ground that the bond was divisible, and that the plea afforded no answer to the defendants' liability for A.'s breaches of duty as collector of poor rates. *Skillett v. Fletcher*, 1 C. P. 217.

EXCHEQUER.

Statute of Frauds—Parol Variation of a Written Contract.—The plaintiff made a contract in writing, with the defendant, for the sale of certain goods of more than £10 in value, at specified prices, to be delivered within a specified time. Subsequently, and before the time for delivery had arrived, a parol agreement between the parties was entered into, whereby the time for delivery was extended:—*Held*, that the subsequent parol agreement was not "good" for any purpose under 29 Car. II., c. 3, s. 17, and could not operate either as a rescission of the original written contract, or as a new contract for the sale of goods, and that the original written contract might therefore be enforced. *Noble v. Ward*, 1 Ex. 117.

Railway—Carrier—Inequality of Charge.—The defendants, a railway company, were incorporated by an Act which contained an *equality clause*, in the following terms: "All such rates, tolls, and sums shall be so fixed, as that the same shall be taken from all persons alike, under the same or similar circumstances." The defendants were in the habit of charging to the public, on any consignment of goods made to one person, at the same time, though consist-

ing of several distinct parcels, a tonnage rate on the aggregate weight of the whole:—*Held*, that the fact that, of goods so consigned at the same time to one person, and distinctly addressed to him, some articles had also written conspicuously upon them the names of persons to whom the consignee intended to deliver them, did not entitle the defendants to charge separately for those on which such names were different. Therefore the plaintiffs, who were carriers, were held entitled to recover the difference between sums paid under protest on goods so consigned and addressed by them to themselves, but charged for separately on account of such second name appearing on them, and the amount which would have been payable on the aggregate weight of the consignment.

The defendants, in addition to their business of carriers by rail, carried on the business of common carriers off their line. They charged an equal rate to all the public for carriage on their line between their termini. They also undertook to collect at one terminus, to carry on their line, and to deliver at a place distinct from, and at some distance beyond, their other terminus; and for this they charged a through rate to all the public alike:—*Held*, that the carriage beyond the second terminus was not auxiliary to their business as railway carriers, but was done by them in their business as common carriers generally, and that the plaintiffs were not entitled to deduct the cost of this carriage, and of collection at the first terminus, from the through rate, and to claim to have their goods carried between the termini for the difference. *Baxendale v. London and South Western Railway Company*, 1 Ex. 137.

[Compare *Attorney General v. Grand Trunk Railway Company*, 1 L. C. Law Journal, p. 73. In the English case, the second ground of complaint alleged by the plaintiffs against the defendants was in respect of overcharges, in not allowing to the plaintiffs a sufficient deduction or rebate for the collection, delivery, and cartage of goods, both in London and in the country, when those services were not performed by the defendants. This claim, the principle of which was settled by *Re Baxendale v. Great Western Railway Company*, 28 L. J. (C. P.) 81, was admitted at the argument by the counsel for the company.]