

a week ; and as it is admitted on all hands that those decisions are correct, I cannot come to the conclusion that this was not evidence fit to be submitted to the jury. No doubt, in many cases, as my Brother Bramwell has observed, it is necessary to know the actual state of the family ; if the father had many children, and they were all at work at the time of the accident, the death of the deceased might in one state of things be the loss of a great benefit, or it might occur under circumstances which rendered it no loss at all. I am, however, satisfied of this, that we must have evidence to show that there was a prospect of a benefit ; and in the present case we have the most minute evidence that can be given on the subject, and that evidence has been submitted to the jury. The learned judge seems to have taken the greatest pains in giving the best possible warning to the jury not to give damages on illegal grounds ; but they have been pleased to say, that a working man, living at Liverpool, with a child of fourteen years of age, capable of producing benefit to him, suffers a loss by the death of that child, because the benefit is not mere guesswork, but one of reasonable expectation. On these grounds, although I have still that doubt upon my mind of which I spoke, I think the rule should be discharged.

*Rule discharged.*

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ABSTRACTS OF NEW DECISIONS.

*Bankruptcy.*—The duties of an accountant are very well defined in *Re Bunting*, 33 L. T. Rep. 208. It will suffice in this place merely to direct to them the reader's attention : it will not be necessary to repeat them.

*Bill of Exchange.*—The drawer and acceptor of a bill agreed, at the time it was given, that the acceptor should deposit with the drawer some canvas as a collateral security for payment of the bill, with power to the drawer to sell the canvas, and apply the money to the bill, if not paid in due time. The drawer endorsed the bill after it was overdue, and when he found it was not paid, he sold the canvas and realized part of the amount of the bill. It was held by the Ex. Ch. that the agreement as to the canvas created an equity which attached to the bill in the hands of the endorsee, who received it after it was overdue ; and as the drawer, after