

perty lost by the latter, proof of the loss or larceny of the goods from the room occupied by the guest, is alone sufficient proof of carelessness on the part of the defendants: *Id.*

What will amount to carelessness on the part of a guest, which will excuse the innkeeper: *Id.*

Statute of Limitations—Foreign Corporations—Liability of Corporations, on Drafts.—The statute of limitations does not operate as a bar to an action in the courts of New York, against a foreign corporation: *Thompson vs. Tioga Railroad Company.*

Such a corporation is within the exception to the operation of the statute, by which the time of absence from the state is not to be taken as any part of the time limited for the commencement of an action: *Id.*

Where drafts were drawn by W., the president of a corporation, and signed with his own name, with the addition "Prest. T. N. Co.," and it was proved that he drew the drafts in his capacity of president, for the benefit of the company; that the company received the proceeds; and that it subsequently recognised its liability, by giving its bond as collateral: *Held*, that the evidence showed that the signature of W. was official, and rendered the drafts the drafts of the company: *Id.*

Debtor and Creditor.—Where creditors receive from their debtor the note of a third person for collection, the proceeds to be applied upon the debt of such debtor, they will be deemed to have assumed the obligation of an attorney, or agent for the collection of the demand: *Buckingham vs. Payne.*

They are bound to use ordinary diligence in the collection of the note, and are responsible for ordinary neglect. Negligence, in such a case, is a question of fact: *Id.*

ABSTRACTS OF RECENT ENGLISH DECISIONS.

COURT OF CHANCERY.

Marine Insurance—Assignment of Policy.—R., the owner of a cargo of wheat shipped at Odessa for England, valued at 7000*l.*, effected two policies, one for 4000*l.* and the other for 3000*l.* The cargo fell in value, and was agreed, on the 8th of March, to be sold to an agent of B. for 5358*l.* by a contract for sale of cargo, including all shipping documents,

freight and insurance, and the documents were accordingly delivered; and B., on the 13th, gave an order for the amount, which was paid on the following day. R. indorsed on the policy for 3000*l.*, "We transfer this policy to Messrs. — to the extent of 1700*l.*," and the same was delivered to the agent of B. The ship and cargo were totally lost on the 16th of the same month. The insurance company paid 1300*l.*, the remainder of the 3000*l.*, into court; and Vice-Chancellor Wood decided that the same belonged to R., for that B., under his contract, was not entitled to an assignment of all existing policies effected on the cargo, but merely to have the cargo sufficiently insured; and that a provision in his contract, that the price was to be paid in exchange for bills of lading and policies of insurance, did not alter the case. From this decision B. appealed; and it was held, reversing that decision, that R. was not so entitled, but that the whole 3000*l.* secured by the policy, belonged to B., the wheat having been sold as insured at the price set upon it by the vendors in the policies, and not at the price to which it had afterwards fallen: *Ralli vs. The Universal Marine Insurance Co.* (Lords Justices).¹

Power of Appointment.—A power in a marriage settlement authorized two persons by deed "to be by them duly executed under their respective hands and seals, in the presence of, and to be attested by, two or more credible witnesses," to appoint a sum of money. The deed of appointment was signed by these two persons, their seals were attached thereto, and the attestation was in this form—"Signed, sealed, and delivered in the presence of G. B., E. C., clerks to Mr. S., solicitor, Cheltenham." This was held a sufficient attestation, and the power duly executed: *Newton vs. Rickets* (House of Lords).²

Trust and Trustee.—A bill was filed, by a married lady, by her next friend, seeking the removal of a trustee of her marriage settlement under the trusts of which she was entitled for life to the third part of the property settled, on the ground of dissensions between them, so that it was impossible they could act harmoniously together, and the Master of the Rolls made a decree for the removal of the trustee and the appointment of another; but upon appeal, the Lords Justices reversed that part of the decree, without prejudice to any question, whether the trustee should or should not at some future time be discharged from his office; their Lord-

¹ 31 L. J., Ch. 313.

² 31 L. J., Ch. 247.

ships considering it to be the duty of the court to ascertain to whom such dissensions were attributable: *Forster vs. Davies*.¹

PROBATE.

Administration.—The testamentary guardian has a right to administration for the use and benefit of minors, in preference to the guardian elected by them: *In the goods of Morris (deceased)*.²

COURT OF COMMON PLEAS.

Arrest.—An action will lie against a judgment-creditor for maliciously and without reasonable or probable cause indorsing a writ of *ca. sa.*, issued on such judgment, with directions to levy a larger sum than due, and causing the debtor to be arrested thereunder; and it is not necessary that the illegality of the arrest should have been ascertained before the action by the debtor's obtaining an order of a court or judge for his discharge from custody, as such illegality must depend altogether on the amount for which it was made being greater than the sum due, which is a fact to be only conclusively decided by a jury: *Gilding vs. Eyre*.³

COURT OF EXCHEQUER.

Bills and Notes.—An action may be brought by the holder of a banker's check payable to the bearer against the drawer, by the holder and indorsee against the maker and indorser of a promissory note, and by the holder against the acceptor of a bill of exchange, in the name of a third person who has no interest in any of the securities, and who has given no authority for the use of his name, and who is ignorant at the time of his name being so used of its use for that purpose,—if the holder indorse the promissory note and bill of exchange with the name of such third person; and, if such third person after action brought adopt and ratify the proceedings taken in his name, the defendant in such action cannot dispute his liability on the ground that the plaintiff was not the bearer of the check, the indorsee or lawful holder of the note, or the owner or lawful holder of the bill: *Ancona vs. Marks*.⁴

¹ 31 L. J., Ch. 276.

² 31 L. J., Prob. & Mat. 80.

³ 31 L. J., C. P. 174.

⁴ 31 L. J., Exch. 163.