

PRINCIPAL SURETY — BOND TO SECURE FIDELITY OF EMPLOYEE — DEATH OF SURETY — DETERMINATION OF LIABILITY — NOTICE — RIGHT OF SURETY TO TERMINATE LIABILITY.

In re Crace, Balfour v. Crace (1902) 1 Ch. 733, turns on whether a bond given to secure the fidelity of a servant, is terminated by the death of the surety or by notice to the principal of his death. This question Joyce, J., answered in the negative, he being of opinion that the surety's death, or notice of his death to the principal, does not, in the absence of an express stipulation to that effect, terminate the liability of the surety or his estate.

CONFLICT OF LAWS — MARRIAGE — DOMICILE — PROHIBITED DEGREES — MARRIAGE WITH DECEASED HUSBAND'S BROTHER — ITALIAN MARRIAGE.

In re Bozzelli, Husey-Hunt v. Bozzelli (1902) 1 Ch. 751, is an interesting case on the subject of marriage, in which we note in passing that the 28 Hen. 8, c. 7, s. 11, was cited by counsel as governing the English law of prohibited degrees. The marriage in question was one in which the parties were both domiciled in Italy, the wife being an English woman, when the marriage was solemnized, the husband being the wife's deceased husband's brother, the necessary ecclesiastical dispensation had been obtained, and the marriage was valid according to Italian law. Eady, J., held that the marriage being valid according to the law of the domicile of the parties, and not being one which by the general consent of Christendom is regarded as incestuous, it was therefore valid in England; although if contracted between domiciled English persons it would have been invalid.

PRINCIPAL AND AGENT — COMPANY — SECRETARY OF COMPANY — FALSE REPRESENTATION BY SECRETARY — CERTIFICATION OF TRANSFER — ESTOPPEL.

Whitechurch v. Cavanagh (1902) A.C. 117, is an important decision of the House of Lords (Lord Halsbury, L.C., and Lords Macnaghten, James, Davey, Robertson and Brampton) as to the liability of a company for a false certificate given by its secretary. In the present case the secretary had fraudulently certified a transfer of certain shares in the company without the certificate of the shares purported to be transferred being produced, and the pretended transferee in fact not owning any such shares. The managing director on being informed of the certificate, but being in ignorance of the circumstances under which it had been given, had said it would be all right if the secretary's signature was