

In 1892 one of the executors, without the knowledge of his co-executor, pledged the plate in question, which formed part of the residuary estate, with the defendants, as security for an advance which he misappropriated. At the time of the pledge all the debts had been paid, but the residuary estate had not been completely distributed. It did not appear that the pledgee knew that the pledgor was an executor, nor did he deal with him in that capacity. Joyce, J., held that the executor, notwithstanding the lapse of time, had a legal right to pledge the plate, and gave judgment for the defendants subject to the right of the plaintiffs to redemption; but the Court of Appeal holds that inasmuch as the pledgor had not purported to act as executor and the defendants had no notice that he was executor, the latter had no title to the plate and must deliver it up to the plaintiffs; but in so doing the Court of Appeal does not in any wise impugn the doctrine stated by Sir John Leach in *Walkins v. Cheek* (1825), 2 S. & S. 199, 205, where he says: "A mortgagee or purchaser from the executor of a part of the personal property of the testator has a right to infer that the executor is, in the mortgage or sale, acting fairly in the execution of his duty, and is not bound to inquire as to the debts and legacies." But the Court holds that in order that a purchaser or mortgagee may have the benefit of that doctrine he must be consciously dealing with a person as executor.

STATUTE—CONSTRUCTION—NOTICE TO BE SENT BY POST—PERSONAL SERVICE OF NOTICE.

*Jarvis v. Hemmings* (1912) 1 Ch. 462 may be briefly noticed. By a statute relating to landlords and tenants it was provided that a superior landlord might serve a sub-lessee with notice that the rent due the superior landlord was in arrear, "by registered post" addressed to such sub-lessee; and Warrington, J., held that a notice personally served on the sub-lessee was a sufficient compliance with the statute, following the old case of *Walter v. Rumbal* (1695) 1 Ld. Raymond 53, where a statute required notice to be left "at the chief mansion house or other notorious place" on premises, and it was held that personal service of the notice was sufficient under the Act.

VENDOR AND PURCHASER—CONDITION OF SALE AFFECTING PURCHASER WITH NOTICE OF TERMS OF EXISTING TENANCIES—AGREEMENT BY VENDOR WITH TENANT AS TO IMPROVEMENTS—CLAIM BY TENANT FOR IMPROVEMENTS.

*In re Doby and Fergusson* (1912) 1 Ch. 479. In this case