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A recent decision in England by Mr. Justice Kekewich, in the cases of *Simmons* v. *London Joint Stock Bank*, and *Little* v. *The Same*, if it be approved by the higher courts, will place an onerous obligation on bankers. The learned Judge has held, in effect, that banks, before making advances to stock-brokers on bonds or other securities payable to bearer, are bound to make inquiry as to whether the securities are actually the property of the persons obtaining the advances. The facts of *Little's case*, as stated by the *London Law Journal*, are these: Little employed a firm of stockbrokers in the city of London to purchase on his account certain bonds, which were, on the face of them, payable to bearer, and which admittedly passed from hand to hand. These bonds he paid for sooner or later, and left with the brokers for safe custody, though apparently with a view to speculation. The brokers, however, deposited the bonds with the bank to secure advances to themselves, and subsequently, but without redeeming them, became defaulters on the Stock Exchange and were adjudicated bankrupts. Under these circumstances Little claimed the bonds, and the bank refused to give them up, and Mr. Justice Kekewich has held that the refusal was not justifiable. The bank, it should be added, knew that the persons making the deposit were stock brokers, and they never inquired whether the bonds were the brokers' own property, and in all probability they knew that it was the practice of some brokers in the city of London to deposit a number of securities *en bloc* to cover the whole of a loan made to themselves. Bankers certainly will be strongly opposed to having the duty of investigation thrust upon them. As a bank officer stated in another case, the result of such an inquiry would be to offend an honest customer, while a dishonest one would readily answer that the securities were his own property. Then the question would come up, what amount of research on the part of the bank would be deemed sufficient. It is expected that the question will be carried to the highest Court.

Riggs et al. v. *Palmer et al.*, before the New York Court of Appeals, is fortunately a rare case in the complex record of litigation. The question was whether a murderer can inherit his victim's property. A lad, sixteen years of age, who was aware that his grandfather had made a will in his favor, poisoned the old man in order to get the bequest at once. For this crime he was tried, and convicted of murder in the second degree, and when the action was commenced he was serving his sentence in the State Reformatory. The action was brought by two of the testator's children, to have the provisions of the will in favor of the youthful murderer, cancelled and set aside. The first Court dismissed the action, and from this judgment an appeal was taken to the New York Court of Appeals which reversed the decision, Gray and Danforth, JJ., dissenting. In our own Code we have an article (610), copied from Art. 727 of the Code Napoleon, based upon the Roman law, which excludes from successions, (1) The heir "who has been convicted of killing or attempting to kill the deceased;" also (3) The heir of full age, who, being cognizant of the murder of the deceased, has failed to give judicial information of it." The New York Court were without any positive text of law to go upon, and were forced to admit that the statutes regulating the devolution of property, if literally construed, gave the inheritance to the murderer. They were forced to reason as follows: "It was the intention of the law makers that the donees in a will should have the property given to them. But it never could have been their intention that a donee who murdered the testator to make the will operative, should have any benefit under it." They cited 1 Blackstone Com., 91, where the author, speaking of the construction of statutes, says: "If there arise out of them any absurd consequences manifestly contradictory to common reason, they are, with regard to those collateral consequences, void. . . . When some collateral matter arises