than they actually were in order to relieve themselves from their liability on the guarantee. The defendants obtained an order for the delivery of particulars of the alleged false entries. The plaintiffs delivered a list of the items complained of. The defendants moved for further and better particulars. Kay, J., refused the application, but, on appeal, the Court of Appeal held that an entry might be wrong in different ways, and that the mere specification of the entries complained of did not give the defendants sufficient information, and that the plaintiffs must state shortly as to each item the general nature of the objection they made to it.

BANKER—DEPOSIT BY MONEY DEALER OF CUSTOMERS' SECURITIES—NEGOTIABLE SECURITIES—PURCHASE WITHOUT NOTICE.

In *Easton* v. *London Joint Stock Co.*, 34 Chy. D. 95, the question involved was the right of the defendants to hold certain securities which had been pledged with them by a money lender, as against the owner thereof. The plaintiff, S., had given to his co-plaintiff, E., certain bonds which were made payable to bearer, for the purpose of raising money thereon by way of mortgage, and E. deposited the bonds with a money lender named Mozley for the purpose of his raising money on them from joint stock banks. Mozley obtained an advance from the defendants by depositing the securities, together with the securities of other customers, with them. He, Mozley, soon afterward became bankrupt, and the defendants claimed to hold the bonds as security for all the debt due from Mozley to them. It was found by the court that the plaintiff, E., had notice of the course of dealing between Mozley and the defendants, under which he had been accustomed to deposit securities of his customers *en bloc* to secure advances, and it was held that although S. did not authorize E. to deal with the securities otherwise than by way of mortgage, yet as he had executed the transfers in blank, and had handed the bonds to E. transferable by delivery, he was estopped from objecting to the defendants' legal title; and that the defendants having obtained the bonds in the ordinary course of dealing with Mozley, without any reason for suspecting that he was exceeding his authority, were purchasers for value without notice, and were entitled to hold them as security for all the debt due by Mozley to them.

PRACTICE—COSTS—APPEAL FOR COSTS—ADMINISTRATION ACTION.

Williams v. *Jones*, 34 Chy. D. 120, was an action brought by a residuary legatee against an executor and trustee for administration alleging certain misconduct. On taking the accounts, it appeared that the defendant before action had given a correct account of the capital, but that in the accounts he had rendered of the income he had not accounted for nearly as much as he ought. The special charges of misconduct, however, were not substantiated. Kay, J., ordered that the plaintiff's costs relating to the income account and the defendant's costs of the rest of the action should be taxed and set off against each other. The plaintiff appealed; but it was held that the order was not appealable, for that the costs of a hostile action seeking to charge the defendant with costs on the ground of acts of misconduct, were not within the old rule of the Court of Chancery that the plaintiff in an administration action was entitled to costs out of the fund, unless there were special grounds for depriving him of them, but were in the discretion of the Judge.

CHOSE IN ACTION—EQUITABLE ASSIGNMENT.

The only point for which we think it necessary to mention *Gorringe* v. *Irwell India Rubber Company Works*, 34 Chy. D. 128, is that a memorandum delivered by a joint stock company to their creditors to the following effect: "We hold at your disposal the sum of £425 due from Messrs. C. & Co. for goods sold and delivered by us to them up to 31st Dec., 1884, until the balance of our acceptance for £660 has been paid," was held to constitute an immediate equitable assignment of the debt of £425, and was valid as against the assignors without notice to C. & Co.

Bowen, L.J., says at p. 135.

> The rule that notice of the assignment of a chose in action is necessary is a rule as between the different incumbrancers; but there is no necessity for such notice as between the assignor and the assignee.

The fact that the company was ordered to be wound up before notice of the assignment was given to C. & Co. was held to make no difference in the right of the assignees, and it was held that it was not a disposition of the company's property made between the commencement of the winding up and the order for winding up, within sec. 153 of the Companies Act, 1862.