V. C. W. JONES v. PEPPERCORN. *Nov.* 12, 13, 15, *Dec.* 3.

*Lien—Deposit of Securities.*

Foreign bonds were deposited by the owner with B. (a banking firm,) for safe custody, B was in the habit of obtaining advances from C., his broker, upon the deposit from time to time of various securities. A's. bonds were deposited by B. with C., these bonds were sold by C. and produced more than enough to satisfy the advances which had been made upon their security.

*Held*, that C.'s lien in respect of the general balance due from the estate of B. attached to the surplus proceeds so that as against it C. was entitled to retain these surplus proceeds in satisfaction of what might be due to him upon the result of the account of his general dealings with B.

Evidence was given by brokers to the effect of a general lien by lenders on the borrowers securities, until the balance due on every account was paid. Those securities were deposited for a a specific purpose in the first instance, but when that was satisfied nothing hindered the general lien attaching. As laid down by Lord Campbell, (12 C. & Fin. 806 9,) the special contract is only exclusive of the general lien, when the general lien is inconsistent with the special contract.

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EX. EASTWOOD v. LAINE & ANOTHER. *Nov.* 11.

*Action—False representation—Damages—Bill of Exchange.*

In an action against directors of a joint stock company, for a false representation that they had authority to bind the company by their acceptance of a bill of exchange drawn on the company, it is incumbent on the plaintiff to show that he sustained damage, and an action is not therefore sustainable by the indorsee of such a bill, unless he shew that he gave value for it or was otherwise damnified.

The first count was against the defendants as acceptors, on which they were not liable, having no legal authority to contract as directors of the company, and it was not, nor did it profess to be their acceptance in any other capacity. As said by Lord Tenderden, no one can be liable as an acceptor but the person to whom the bill is addressed, unless he be an acceptor for honor—Second Count. False representation of authority to contract to plaintiff, under which it was incumbent to show special damage which was not done.

It was remarked, that the plaintiff was not privy to the fraud in this case, unless it was to be considered that the representation was made to any person to whom the bill might come.

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V. C. K. HENDERSON *v.* COOK. *July* 19 *&* 20.

*Demurrer for want of equity—Ore tenus—Review.*

Where a plaintiff files a bill of review on new facts, discovered since a decree, he must first obtain leave of the Court, because the Court must be satisfied that such new facts were not known when the decree was made, or could not without reasonable diligence have been known.

Where a bill of review is filed with leave of the court, it is necessary to state that fact on the face of the bill.

A general demurrer for want of equity does not include on the record a demurrer *ore tenus*, that leave of the Court to file the bill was not stated on the face of the bill. A defendant demurring for the want of equity is not precluded from demurring *ore tenus*.

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L. J. HEDGES v. BLICKE. *July* 14, 15, 24, 26, 31.
HEDGES v. HARPAR.

*Will—Construction—Annuity, whether for life or perpetual—"Dying without issue"—Vesting.*

A testator gave to each of his five daughters £400 per annum, during their lives, and after their respective decease, he gave the same to their children respectively, share and share alike, such children not to be entitled to more than their deceased parent's share; and in case of either of his daughters dying without issue, then he directed such annuities to cease and fall into the residue of his estate.

Held, having regard to the context of the will, first, that the annuities given to the children were perpetual, and not for their lives only.

Secondly, that the words "dying without issue," in the limitation over, did not enlarge the gift to the daughters to an absolute gift.

Thirdly, that no interest vested in children of the daughters who died in the lifetime of their parents.

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V. C. K. LEE v. LEE. *July* 27 *&* 28.

*Will—Construction—A description—Transfer of Stock.*

Where a testator gives a sum of stock, which after the date of his will is transferred into his own name, and so stands at the time of his death, that is not ademption.

Where a sum of stock standing in a testator's name at the time he makes his will, is afterwards sold out by him and cannot be further traced, that operates as an ademption.

Ademption is a destruction or cesser of the thing given.

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M. R. IRBY v. IRBY. *July* 24.

*Trustee—Set-off—Lis pendens.*

A. being entitled to a share under a settlement, the funds of which had been lent to B., on his covenant, and partly secured by a mortgage, became executor of B. A suit was instituted to recover the trust funds out of B's. estate, and generally for administration of his will. After a decree for accounts, A. assigned his share, with notice of the suit, and was subsequently found to be indebted as executor to B's. estate beyond the amount of his share. By the order, on further directions, A's share had been declared liable to make good his debt.

Held, that the creditors of B. were entitled to be paid out of the estate in priority to the assignees of A's share.

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M. R. BYRNE v. BLACKBURN. *July* 30.

*Will—Construction—Gift to parent for benefit of children.*

On a bequest upon trust for a married woman for her separate use for life, and then upon trust to pay the income to her husband for life, "nevertheless to be by him applied for or towards the maintenance, education, or benefit of the children."—Held, that the husband was entitled absolutely to the income for life.

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V. C. K. VORLEY v. JERRAM. *July* 7.

*Practice—Subpœna duces tecum*

Where the examination of a witness is closed, and it is necessary that he should produce certain books, &c., at the hearing, the Court may require him to do do so by a *subpœna duces tecum*.

An application for *subpœna duces tecum* may be made before the hearing.

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## REVIEWS.

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THE LOWER CANADA JURIST.—Montreal: J. Lovell.

The January number of this unpretending yet really valuable periodical, contains a full report of an interesting will case which has been in litigation for upwards of thirty-seven years. The case was argued in 1822, in the King's Bench, and the Judgment then rendered was reversed by the Court of Appeals, the decision of which was set aside by the Privy Council. A new trial being then ordered, the case after a further delay of a quarter of a century, has been finally set at rest by the unanimous decision of the Judges in favour of the validity of the