

detected the forgeries, then it cannot receive a credit for the amount of those checks, even if the depositor omitted all examination of his account. *Leather Manufacturers' Bank v. Morgan*, 117 U.S. 96, 6 Sup. Ct. 657, 29 L. Ed. 811.

The mistake of the Court in this case is in deciding a question of fact as a question of law. The question whether the forgery was discoverable or not by the exercise of reasonable care and the question of the effect of plaintiff's negligence were questions which must go to the jury after plaintiff has made out a *prima facie* case by proving that the paper paid by the bank was not its paper and therefore not properly charged to its account.—*Central Law Journal*.

CONTRACTS BY LETTERS.

This subject, to which we recently referred, shews that a conveyancer has few difficulties greater than that of deciding if a correspondence or an apparent offer and acceptance form a complete contract. Solicitors and house or estate agents *prima facie* have no authority to enter into contracts for sale or purchase on behalf of their clients or principals, but they are sometimes intrusted with this authority, and, though solicitors are naturally more cautious, the agents are naturally pleased to secure a purchaser and forget the dangers of an open contract. If the negotiations are carried on and the offer accepted subject to a contract, the tendency of the Courts nowadays is to construe this as an acceptance conditional on a proper contract being executed. Thus in the case of *Rosedale v. Denny* (noted 149 L.T. Jour. 428), where the offer was subject to a formal contract, Mr. Justice Russell held that it was a conditional offer, and pointed out that in a long line of cases an agreement "subject to" a formal or further contract had been held to be conditional. Again, in *Coope v. Ridgway* (noted *ante*, p. 23) the offer for purchase was subject to title and contract, and matters went so far that a draft contract had been submitted to the vendor, who returned it with a note saying, "I am returning the draft. It seems to be all in order." Mr. Justice Eve held that no enforceable contract had been shewn. On the other hand, the