

and claim it as his own, and therefore the evidence was admissible, and they moreover held that the evidence established the trust alleged. The Court of Appeal also held that such a trust is "an express trust," within the definition given in *Soar v. Ashwell* (1893), 2 Q.B. 390 (see ante vol. 30, p. 17), and therefore not liable to be barred by the Statute of Limitations, or the bankruptcy of the trustee. The plaintiff had delayed for twelve years after the correspondence closed in which her right was denied, to bring the action, but there was evidence that she had done nothing actively to lead the defendant to suppose that she had given up her claim, and that she was impecunious, and it was held that the mere lapse of time was no bar, the trust being express.

PRINCIPAL AND AGENT—PRINCIPAL, LIABILITY OF FOR FRAUD OF AGENT—FRAUD ON COURT—FRAUDULENTLY OBTAINING PAYMENT OF MONEY OUT OF COURT—FRAUD—SOLICITOR—PROCEEDINGS TAKEN IN NAME OF SOLICITOR—RATIFICATION OF ACT OF AGENT—SOLICITOR, PARTNER.

Marsh v. Joseph (1897), 1 Ch. 213, was an interlocutory petition in an action for the payment back into Court of a sum of over \$20,000 which had been fraudulently obtained out of Court on a proceeding fraudulently taken in the names of certain solicitors, Clear and Green, without their authority. It appeared that the perpetrator of the fraud, a man named Hales, who was an uncertificated solicitor, had in the name of Clear and Green as solicitors caused a petition to be presented to the Court, and by means of false affidavits caused an order to be made for the payment of the money in question out of Court; and by forging the indorsement on the cheque had succeeded in appropriating the money to his own use, and that after the money had thus been obtained out of Court, Hales had informed Clear, one of the firm of Clear & Green, that he had been taking some proceedings in his name and that a cheque for his costs therefor was lying at the Paymaster-General's, and without being informed, or instituting any inquiry as to the nature of the proceedings, Clear, although protesting against the name of his firm having been used without permission, had received and cashed the cheque for the costs, £15, out of which he paid Hales £10 14s. 6d., which the latter represented had been paid to counsel, and