

consols, in the names of himself and another as trustees, and both immediately afterwards executed a deed of trust declaring the objects of the gift. The declaration of trust was not made known to the donor, who died a few days after its execution.

Held: that the object of the gift did not exclude the acquisition of land; and that the donor having died within twelve months after the execution of the deed, the gift was invalid under the statute (9 Geo. 2, c. 36). L. R., Eq., 246.

AMERICAN DECISIONS.

(From the *American Law Review*, October, 1870 and January 1871.)

Pierce v. Milwaukee & St. Paul R. R. Co.—By the custom of a railroad company, persons whose grain was carried by the road, were entitled to have their empty bags carried free:

Held: that this carrying was not gratuitous, and that the company was liable as a common carrier in case such bags were lost. 23 Wisc. 387.

The City v. Lamson.—Suit on coupons detached from a bond brought more than six years after the instalment of interest for which such was given had accrued.

Held: That the suit was not barred by the Statute of Limitations until suit was barred on the bond itself. 9 Wallace, 477.

Belknap vs. Bank of North America.—A merchant sent his clerk to the Post Office with a sealed letter to mail, containing a bank check payable to A.B., or order:

Held: that he was not guilty of negligence which would render him liable on the check to a holder in good faith for value, to whom the clerk, after abstracting it from the letter, passed it, altered, by making it payable to bearer. 100 Mass. 376.

Shaw v. Spencer.—A firm gave to the defendant, as collateral security for a debt due from the firm to him, two certificates of stock, standing in the name of a member of the firm, namely "A. B. trustee," and by him transferred in blank, each certificate being on its face expressly "transferable only on the books of the company by the holder hereof, in person, or by a conveyance in writing recorded in said books, and surrender of this certificate." The certificate belonged to the plaintiff:

Held: that the certificates of stock were not negotiable instruments, that the word "trustee" sufficiently notified the defendant as to the character of the firm's title, and that plaintiff was entitled to the stock. 100 Mass. 382.

LE SECRÉTAIRE DE LA RÉDACTION.