

was non est factum. It appeared by the evidence that one Rigg, on the representation that the document in question was an insurance paper, had got the defendant to sign a paper purporting to be a continuing guarantee to the plaintiff for any debt due by Rigg to the plaintiff up to £150; the defendant signed the paper without reading it, and Rigg subsequently forged the name of another person as an attesting witness to it and handed it to the plaintiffs. The jury found that the defendant did not know the paper was a guarantee, but was guilty of negligence in signing the paper, and that Rigg was not the agent of the bank. On these findings, Pickford, J., gave judgment for the defendant, which was affirmed by the Court of Appeal (Williams, Buckley and Kennedy, L.J.J.), that court holding that the defendant was not estopped from denying that he had contracted to guarantee the debt of Rigg, as he owed no duty to the plaintiff in the matter, and that the proximate cause of the plaintiffs' loss was the fraud of Rigg, and not the negligence of the defendant.

**BAILMENT—CLAIM BY THIRD PARTY TO GOODS BAILED—DUTY OF BAILER—NOTICE OF CLAIM OF BAILOR—NOTICE TO BAILOR OF CLAIM OF THIRD PARTY—ORDER OF MAGISTRATE FOR DELIVERY OF GOODS.**

*Ranson v. Platt* (1911) 2 K.B. 499. The plaintiff in this case was a married woman and she had delivered to the defendant, a warehouseman, certain goods for safe keeping. Subsequently the husband of the plaintiff went to the defendant and demanded the goods, claiming that they were his property. The defendant refused to give them without a magistrate's order and he attended before a magistrate with the husband and informed the magistrate that he had received the goods from the wife. A summons was then taken out under the Metropolitan Police Courts Act, and served on the defendant, but he gave no notice of it to the plaintiff; on its return the husband deposed that the goods were his and were worth £10 and the magistrate made an order for their delivery to him, and they were delivered accordingly. The County Court judge gave judgment for the plaintiff, but the Divisional Court (Darling, Phillimore and Bucknill, J.J.) reversed his decision, Darling, J., dubitante, who thought the defendant ought to have given notice of the husband's claim to the plaintiff. The majority of the court, however, thought that he had sufficiently discharged his duty by informing the magistrate that he had received the goods from the plaintiff. Probably the magistrate failed to realize that husband and wife are no longer one.