

with the Divisional Court (Wright and Kennedy, JJ.) in holding that the money in question was not money recovered or preserved in any civil suit or proceeding, and therefore not properly the subject of a charging order. Further that the power to grant such orders is discretionary, and that such discretion should be rarely exercised in bankruptcy proceedings.

PRINCIPAL AND AGENT—HOLDING OUT PERSON AS HAVING AUTHORITY AS AGENT—EVIDENCE FOR JURY—JUDGMENT CONTRARY TO FINDING OF JURY.

Spooner v. Browning (1898) 1 Q.B. 528, is a case in which the judge at a trial submitted certain questions to the jury, to which they returned answers which would have entitled the plaintiff to judgment, but the judge, on further consideration, being of opinion that there was no evidence for the jury on one of the questions, rejected the findings on that question, and entered judgment for the defendants. The action was brought to make the defendants liable for the frauds of a clerk in their employ, under the following circumstances. The defendants were stockbrokers, and the clerk in question was employed at a small salary, and he was also allowed by the plaintiffs a commission on all business introduced by him and accepted by the plaintiffs, but he was not authorized to accept orders on their behalf. On three occasions the plaintiffs gave orders to the clerk for the purchase of shares on the plaintiffs' behalf, which orders were transmitted by the clerk to the defendants and executed by them, and they sent bought notes to the plaintiff in respect of the shares so purchased, and the price of the first two lots of shares the plaintiff paid, by cheque delivered to the clerk, but drawn payable to the defendants' order; for the third lot he gave a cheque also to the clerk, but payable to the clerk's own order. The defendants received all of these cheques and credited the plaintiff with the amount of them. Subsequently further orders for the purchase of shares were given by the plaintiff to the clerk, who did not transmit them to the defendants, but made out and handed to the plaintiff bought notes purporting to show purchase of shares in pursuance of the orders, and to be signed by the defendants, which were in fact forgeries. For these supposed purchases