

by his will he appointed the donee his executor. Did this amount to a valid gift of the money secured by the deposit receipt? It was contended that the deposit receipt was not a negotiable instrument, and not transferable, and that the order to pay the donor's son was equivalent to a cheque, and was revoked by the donor's death; and that as no notice had been given to the bank before the father's death, therefore it was the case of an incomplete gift which equity will not assist. Byrne, J., however, decided in favor of the validity of the gift. The order to pay, he held, constituted a good equitable assignment, and was not revoked by the father's death. Notice to the bank, he held, was only necessary to protect the donee against other claimants, and its omission did not render the gift incomplete. The true test for determining whether the gift was complete, he says, is whether anything remains to be done by the donor to perfect the gift. He thought the appointment of the donee as executor completed his title, and left nothing to be done.

**SHERIFF—POUNDAGE—BANKRUPTCY OF EXECUTION DEBTOR.**

*In re Thomas* (1899) 1 Q.B. 460, a sheriff contended that where an execution against goods was delivered to him, and before sale the execution debtor became bankrupt, and the official receiver in bankruptcy took possession of the goods seized, the sheriff was nevertheless entitled to poundage. The Court of Appeal (Lindley, M. R., and Rigby and Williams, L.JJ.), however, agreed with the Divisional Court (Wright and Darling, JJ.) (1899) 1 Q.B. 60 that in such a case, there having been no sale, the right to poundage did not arise.

**LANDLORD AND TENANT—DISTRESS—GOODS DETAINED, IMPOUNDED ON DEMISED PREMISES—11 GEO. 2, C. 19, S. 10—MAN IN POSSESSION—PAYING BREACH.**

*In Jones v. Bernstein* (1899) 1 Q.B. 470, the plaintiff sued for pound breach. The facts were as follows: The plaintiff was landlord of certain premises, and distrained for rent in arrear, and did everything required for impounding the goods on the demised premises within the meaning of 11 Geo. 2, c. 19, s. 10, and a man was left in possession. On Saturday night this man left the premises, and did not return until the following Monday. In the meantime the defendant, who was the true owner of the goods