trust money, the *cestui que trust* could not follow the money into the hands of the bank, unless he could show that it was earmarked as trust money. For the plaintiffs it was argued that when a solicitor opened several accounts, it must be assumed that one of them was opened for the purpose of paying clients money, and that the heading of the account should have given the defendants warning of the nature of the moneys held.

Mr. Justice Wright, in giving judgment, said, as he understood the law, a banker with whom a customer opened several accounts had lien upon all the accounts except (1) where there was a special agreement; (2) where specific property of a third person had been paid to the bank; (3) where the bankers had notice that when a customer drew upon a particular account it would be a fraud or breach of trust. In this case there was no special agreement. The correspondence showed that the bank and Mr. T. Greenwood Teale treated the account as one on which the bank were entitled to a lien. With regard to the third exception, such a case could not arise where it was merely the office account. It would be a strange thing if a bank was called upon to assume that moneys standing to an office account were affected with a trust. There was nothing to put the bank upon inquiry. The bank was justified in treating the accounts as mixed accounts, as having been opened by Mr. T. Greenwood Teale personally, and that he had authority from his partners to deal with them. The bank, in claiming a lien upon the office account, were treating Mr. Teale as having a right to charge that account. There must, therefore, be judgment for the defendants, with costs.

Supreme Court of Canada

MacArthur *v.* McDowall

An agreement between the maker and payee of a promissory note that it shall only be used for a particular purpose constitutes an equity which, if the note is used in violation of that agreement, attaches to it in the hands of a *bonâ fide* holder for value who takes it after dishonor. Strong, C. J., and Taschereau, J., dissenting.

Appeal from the Supreme Court of the North-West Territories. The facts of the case are these:—MacDowall had given Knowles, a private banker, his accommodation note, which the trial judge found was given on the express understanding that it was only to be used to meet any demands for deposits, and then discounted only at the Bank of Ottawa.

It was, however, deposited, with other notes, as security for