

brought by the present Spanish Minister of Marine, who was not the Minister of Marine when the contract was made. The Scotch Court of Session dismissed the action on the ground that the plaintiff had no right of action, and that the contract having been made on behalf of the Spanish sovereign he alone could sue on it. The House of Lords (Lord Halsbury, J.C., Lords Macnaghten, Brampton, Robertson, and Lindley), however, held that there is no rule in law, either English or Scotch, which requires that the monarch or titular head of a foreign State is the only person who can sue in Great Britain in respect of the public property or interest of that State, and that in the present case the action was properly brought, and though the word "successors" of the Minister of Marine was not mentioned, that was what was meant by the contract.

COMPANY—TRANSFER OF COMPANY'S MONEY BY MANAGING DIRECTOR TO HIS OWN OVERDRAWN ACCOUNT—BANKER AND CUSTOMER.

Bank of N.S. Wales v. Goulbourn Valley Co. (1902) A.C. 543, was an action by a joint stock company to recover from a bank a sum of money which was standing to the credit of the company in the books of the bank, but which had been improperly transferred by the managing director of the company to his own private account in the bank which at the time was overdrawn. The bank acted in good faith and without notice of any irregularity, and the Judicial Committee of the Privy Council (Lords Macnaghten, Davey, Robertson and Lindley, Sir Ford North and Sir Arthur Wilson,) held that it was not liable to refund the money, and overruled the judgment to the contrary of the Supreme Court of Victoria.

SUCCESSION DUTY—DEBT, LIABLE TO DUTY—INTENT TO EVADE DUTY.

Payne v. The King (1902) A.C. 552, deserves attention. The action was brought to recover succession duty in respect of property alleged to have been transferred by the deceased "with intent to evade payment of duty" within the meaning of a colonial Act making such property liable to duty notwithstanding the transfer, and secondly in respect of a debt secured by three mortgages on property in New South Wales. By the law of New South Wales these mortgages were specialty debts, but by the law of Victoria where the debtor and the testator resided they were simple con-