Property Act, 1882, died in 1886 leaving her husband surviving, and by her will in 1885 she bequeathed £300 of her separate property for the erection of a church. But the Act 43 Geo. III., c. 108, which empowers persons to make bequests for the erection of churches, contained a proviso excluding women covert without their husbands; and it was held by Stirling, J., that the proviso was not affected by the Married Women's Property Act of 1882, and that the gift was therefore void under the statutes of mortmain for want of the husband's concurrence, and this, notwithstanding that the Act of 1882 provides that "a married woman shall in accordance with the provisions of this Act be capable of acquiring holding, and disposing by will or otherwise, of any real or personal property as her separate property, in the same manner as if she were a *feme sole* without the intervention of any trustee."

RECENT ENGLISH DECISIONS.

The *Law Reports* for August comprise 19 Q. B. D. pp. 149-280; 12 P. D. pp. 157-166; and 35 Chy. D. pp. 399-613.

PRACTICE—REFERENCE TO REFEREE UNDER J. A., S. 56—POWER OF REFEREE TO EXAMINE WITNESSES—COMPANY BORROWING ULTRA VIRES—SUBROGATION OF LENDER TO RIGHTS OF CREDITORS.

In *Wenlock* v. *The River Dee Co.*, 19 Q. B. D. 155, two points were determined. The first was, that under a reference to a referee under the Judicature Act, 1873, s. 56, an inquiry by the examination of witnesses is contemplated, and not only an inquiry by personal observation of the referee. The second point was this, that when a company borrows money *ultra vires*, the lender is entitled to be subrogated to the rights of the creditors who are paid out of the money so borrowed, whether their debts were in existence at the time of the loan, or were subsequently contracted, and whether such debts were paid by the defendant company or their bankers out of such advances.

BILL OF EXCHANGE—BILL DRAWN ON FIRM—ACCEPTANCE IN NAME OF INDIVIDUAL—PRINCIPAL AND AGENT—AUTHORITY TO ACCEPT.

Odell v. *Cormack*, 19 Q. B. D. 223, was an action on a bill of exchange, drawn and accepted under the following circumstances; The defendant was a partner in a firm of C. Brothers, and she agreed with her co-partner to a dissolution of the partnership, and that the affairs of the firm should be liquidated by an agent, who was to realize the assets and pay the creditors, and the business was thereafter to be carried on by the defendant. The defendant and the agent opened a joint banking account, and requested the bank to honour drafts signed by either of them. Cheques were drawn on the joint account signed by the agent in the names of the defendant and himself, and bills were drawn on C. Brothers and accepted by the agent in the names of the defendant and himself and honoured, but the defendant knew nothing of these cheques and bills. The action was brought by the plaintiff as indorsee for value of a bill of exchange, drawn on C. Brothers, accepted by the agent in the names of himself and the defendant, and made payable at the bank where the joint account was opened. It was held by Hawkins, J., that the agent had no authority to accept the bill in the defendant's name so as to bind her, and that not being a partner in the firm of C. Brothers, he had no authority to accept bills drawn on the firm, and the defendant was not liable. The judgment turns simply on the fact of the want of authority of the agent to bind the defendant.

If Mrs. Cormack had authorized Carter (the agent) to accept bills drawn on the firm in her own name, the learned judge says he should have held the acceptance in question sufficient to bind her, and that the addition of the agent's own name would have been immaterial and might have been rejected as surplusage.

PARTNERSHIP—SALE OF GOODS—BILL GIVEN FOR PRICE—UNSATISFIED JUDGMENT ON BILL—ACTION AGAINST JOINT CONTRACTOR—RES JUDICATA.

In *Cambefort* v. *Chapman*, 19 Q. B. D. 229, the principle laid down in *Kendall* v. *Hamilton*, 4 App. Cas. 504, was applied. The plaintiffs sold goods to a partnership consisting of the defendant and W. After the sale the partnership was dissolved, and the plaintiffs, in ignorance of the dissolution, drew bills for the price