survived him, and the question was whether one-fourth share of the residue had lapsed, or whether the child of the deceased niece was entitled to it contingently on her attaining twenty-one, or marrying. Mr. Justice Pearson held that the share lapsed, and the Court of Appeal affirmed his decision.

AMENDING ORDER—ORDER PASSED AND ENTERED.

The Court of Appeal, *Re Swire, Mellor* v. *Swire*, 30 Chy. D. 239, held that though it is the proper practice to move to vary the minutes of an order which has been improperly settled by the registrar; yet that when that course has been omitted, the Court may, on motion, amend the order if it does not in fact conform to the judgment of the Court pronouncing it, even after it has been passed and entered, without putting the party to an appeal; but the costs of the application under such circumstances were ordered to be borne by the applicant.

AUTHORITY OF SOLICITOR TO RECEIVE MONEY—POSSESSION BY SOLICITOR OF TRANSFER DEED EXECUTED BY CLIENT.

The case of *Gordon* v. *James*, 30 Chy. D. 249, arose out of the fraud of a firm of solicitors, one of whom bore the appropriate name of "Dodge," and was a contest between two innocent parties as to who should bear the loss occasioned by the fraud. The plaintiffs were mortgagees for £1,000, and their solicitors, who had the title deeds in their custody, without the plaintiff's authority applied to the defendant in 1878 to buy the mortgage. The defendant bought the mortgage, and gave the solicitors £1,000. The solicitors afterwards procured from the plaintiffs a transfer of the mortgage to the defendant, with a receipt for the purchase money endorsed, representing that it was a reconveyance of the property to the mortgagor on his paying off the mortgage. This deed was shortly afterwards handed to the defendant, and the solicitors henceforth paid him interest as if they had received it from the mortgagor, whereas the latter was paying it to the agents of the plaintiffs who made no enquiry about the mortgage, and this went on until 1883 when the solicitors became bankrupt, and the £1,000 paid by the defendant, which was never handed over to the plaintiffs, was lost. The present action was brought by the plaintiffs claiming a vendors' lien. The Vice-Chancellor of the County Palatine dismissed the action, and the Court of Appeal affirmed his judgment on the ground that the plaintiffs, by handing the deed of transfer and receipt to the solicitors, had enabled them to represent to the defendant that the £1,000 previously paid by him had been handed to the plaintiffs, and that this raised a counter-equity in favour of the defendant which prevented the plaintiffs succeeding. But the Court said the case would have been different if the £1,000 had been paid to the solicitors at the time the deed of transfer was handed over by them, in which case, assuming the solicitors had no authority to receive it, the defendant would not have been protected. The point of the decision is neatly stated by Cotton, L. J.:—

The plaintiffs, though dealing innocently, have, by negligence, put into the hands of their agent the means of representing that that money had in fact come to their hands, cannot now insist on their vendors' lien, which is inconsistent with the representation then made by their agent, and which they, by their own act, enabled him to make.

That the plaintiffs were trustees it is almost needless to state.

REAL PROPERTY LIMITATION ACT, 37 & 38 VICT. c. 57 s. 8 (R. S. O. c. 108, s. 23)—BOND BY SURETIES FOR PAYMENT OF MORTGAGE.

Two points were determined in *In re Powers, Lindsell* v. *Phillips*, 30 Chy. D. 291, by the Court of Appeal—one a point of practice, and the other a point of law. The plaintiff applied on what is called an originating summons (which is a proceeding equivalent to an application by motion in Chambers under our practice) for the administration of the estate of a deceased person. There was no dispute as to the facts, but there was a dispute as to whether, upon the undisputed facts, the plaintiff's claim was barred by the Statute of Limitations. Bacon, V.C., before whom the originating summons was returnable, refused to determine the point and dismissed the summons, on the ground that when the plaintiff's debt is disputed the question ought not to be determined on summons. In this the Court of Appeal considered he was wrong, and that under the circumstances he should have decided the question of law and not have put the parties to bring an action. As to the merits, the case turned upon the question, whether a bond given in 1867 by the deceased to the