where the notice of the motion had not been served personally, but l.ed with the officer of the court, pursuant to Ord. lxvii., r. 4, (see Ont. Rule 1330), inasmuch as it appeared that the plaintiff knew where to find the defendant; and he held, therefore, that he should have been personally served.

COMPANY—DEBENTURES IN BLANK—EQUITABLE SECURITY.

In re Queensland Land Co., Davis v. *Martin*, (1894) 3 Ch. 181; 8 R. Sept. 136, was an action by a debenture-holder of a company to enforce payment of his security against the trustees of a deed executed for the security of the debenture-holders for the execution of the trusts of the deed. The Queensland Bank also claimed the benefit of the trusts of the deed, having advanced money on the security of certain debentures issued to them, but having the names of the obligees left blank. It was contended that these securities were void, and that the bank was not entitled to participate; but it was held by North, J., that, although the debentures so issued were void as legal securities, yet that the bank, having *bona fide* advanced their money on the faith of them, had in equity a valid claim to have legal debentures issued to them, and were therefore to be deemed equitable holders of debentures, and entitled to share with legal debenture-holders, and that this equity was entitled to prevail not only as against the company itself, but also as against legal debenture-holders. The case may be taken as an illustration of the well-known maxim, "Equity considers that to be done which ought to be done."

SOLICITOR—MORTGAGE—CONSTRUCTIVE TRUSTEE.

Brinsden v. *Williams*, (1894) 3 Ch. 185; 8 R. Oct. 142, ought to be comforting to solicitors, for had the case been otherwise decided their position would have been indeed a perilous one. A solicitor was employed by trustees to pay over certain trust moneys to a mortgagor upon the security of a mortgage, which was held to be a breach of trust. The solicitors were in no way called on to advise on, nor were they responsible for the sufficiency of the security, but had given the trustees to understand that the security might turn out an improper one for trust moneys; it was, nevertheless, sought to make them liable for the breach of the trust on the simple ground that they had acted as the agents of the trustees in paying the money over to the mortgagor. It is consoling to know that North, J., held that, under such circumstances, the solicitors were not liable.