really the plaintiff's agent. After the contract with the defendant had been made Girdlestone claimed to be the owner of the property under a contract with the plaintiff and he subsequently brought an action against the plaintiff for specific performance of his alleged contract which was dismissed. The plaintiff's solicitor in the course of that action being desirous of knowing what the defendant in the present action could testify about the matter, wrote to his solicitors asking to be furnished with a statement of the evidence the defendant, Trefusis, could give and in reply received back a statement signed by the solicitors, which it was admitted contained a sufficient memorandum of the contract to satisfy the statute; but it was claimed that though his solicitors were Trefusis' agents, they were not agents for the purpose of signing any memorandum under the statute; but Sargant, J., who tried the action, held that it was not necessary in order to comply with the statute that the agent signing the memorandum should be expressly appointed to sign a memorandum under the statute, but that it was enough that he had authority as agent to sign the particular memorandum he did sign, though it might unexpectedly turn out that such memorandum would have the effect of being a memorandum which would bind the client under the statute. It further appeared in the evidence that during the negotiations with a view to carrying out the sale the defendant's solicitors had requested that two weekly tenants of the property should be got rid of, and that in pursuance of this request notice to quit was given to the tenants, who gave up possession in consequence. This the learned Judge held to be an act of part performance unequivocally referable to the contract, which also entitled the plaintiff to the relief claimed.

COMPANY—DEBENTURES—FLOATING CHARGE—RESERVATION OF POWER TO COMPANY TO MORTGAGE OR DEAL WITH ITS PROPERTY—SUBSEQUENT FLOATING CHARGE—PRIORITY.

In re Cope, Marshall v. *Cope* (1914) 1 Ch. 800. In 1894 a company issued £2,000 of debentures secured by a floating charge on its undertaking and property, all of which debentures were declared to be entitled to rank *pari passu* but it was provided that notwithstanding the charge thus created, the company was to have power to mortgage and deal with its property as it might think fit. In 1904 the company created a second series of debentures for £2,000 which were also secured by a floating charge and all of which debentures were declared to rank *pari passu*. The question was as to the priorities of the first and second series of de-