RECENT ONTARIO DECISIONS.

Insolvent Act of 1875—*Secured creditor.*—A creditor, who holds security from the insolvent at the time of his insolvency, cannot realize on the security and rank on the estate for the balance of the debt, as the assignee has thus no opportunity of taking the security at a valuation for the benefit of the creditors.—*In re Beatty*, (Court of Appeal, Dec. 20, 1880.)

Attorney and Client—Principal and Agent.—W. & Co., attorneys in the Province of Quebec, requested the defendant, an attorney in the Province of Ontario, to take proceedings to collect the amount due on a promissory note, of which certain clients of theirs, living in the Province of Quebec, were the holders. The defendant issued the writ in the name of B. & Co., and endorsed thereon his own name as attorney. He, however, never had any communication with them, treating W. & Co. as his principals, and he credited them with the amount of the note when collected. *Held*, that the plaintiff, who was assignee of B. & Co., was entitled to collect the amount of the judgment so recovered from the defendant; the rule that the town agent of a country principal is not responsible to a client of the latter not being applicable, as it was held that W. & Co. were the plaintiff's agents to retain the defendant to act as their attorney, and the relation of attorney and client was, therefore, created between them. —*Ross* v. *Fitch* (Ct. of App., Dec. 20, 1880.)

Promissory Note — Double Stamping. — The plaintiff objected to purchase a note from one C., on the ground that it was insufficiently stamped, whereupon C. affixed double stamps and then transferred it to the plaintiff, who did not notice that C. had omitted to cancel the stamps, until some time afterwards, when his attorney mentioned it to him, when he at once double stamped it, and cancelled the stamps in accordance with 42 Vict. c. 17, s. 13. *Held*, that the evidence showed that the plaintiff took the note in the full belief that it had been properly double-stamped by C., who was, at the time, the holder, and that he was entitled to cure the deficit, by double-stamping.—*Trout* v. *Moulton* (Ct. of App., Dec. 20, 1880.)

Fraud—Principal and Agent.—The plaintiff applied to the defendants through W., their agent, for a loan, and requested them, by his application, to send the money "by cheque, addressed to W." In accordance with their custom to make their cheques payable to their agent and the borrower, to insure the receipt of the money by the latter, the defendants sent W. a cheque payable to the order of himself and the plaintiff. W. obtained the plaintiff's endorsement to the cheque, drew the money, and absconded. The plaintiff swore that he did not know that the paper he signed was a cheque, and there was no evidence to show that he had dealt with W. in any other character than as the defendant's agent, through whose hands he expected to receive the money. *Held*, that W's duty to the plaintiff was to endorse the cheque to him, or to see that the money reached his hands, and that the defendants, who had put it into his power to commit the fraud, must bear the loss occasioned by their agent.—*Finn* v. *Dominion Savings & Investment Co.* (Ct. of App., Dec. 27, 1880.)

Promissory Note—Defence of Forgery—Expert Evidence—New Trial refused.—In an action, by an innocent holder against the endorser of a promissory note, the defendant pleaded that the alleged endorsements were forgeries. On the first trial the jury disagreed, and on the second found for the plaintiff. No expert was called at either trial, and the Court refused a new trial to enable such evidence to be given.—*Moser* v. *Snarr* (Q.B., Nov. 22, 1880).

GENERAL NOTES.

A letter, printed in some recently published memoirs, contains the following amusing example of attorneys' charges for election work:—"A scamp of an attorney, who thrust himself into some trifling employment in Sir Francis Burdett's celebrated contest for Middlesex, on sending him his bill, after charging for a journey to Acton, and another to Ealing, &c, closed as follows:—'To extraordinary mental anxiety on your account, £500.'"

The *Albany Law Journal* unintentionally misquotes us on the subject of Clerical Interference in Elections. We did not say "that a priest may *properly* tell his "people from the pulpit how they should vote;" but, stating what had been held by the Courts, that "a "clergyman may, *if he thinks proper*, counsel his flock, "privately, or even from the pulpit, to vote as he "would have them vote;" that is, that the law does not prohibit him from going to this extent, and that this *per se* will not constitute a ground in law for annulling the election.