

RECENT ENGLISH DECISIONS.

bona fide holder; and a man who, after taking in blank, has himself filled up the blanks in his own favour without the consent or knowledge of the person to be bound, has never been treated in English Courts as entitled to the benefit of that doctrine. He must necessarily have had notice, that the documents required to be other than they were when he received them in order to pass any other or larger right or interest, as against the person whose name was subscribed to them, than the person from whom he received them might then actually and *bona fide* be entitled to transfer or to create; and if he makes no inquiry he must at the most take that right (whatever it may happen to be) and nothing more. He cannot, by his own subsequent act, alter the legal character, or equitable operation of the instrument."

WILL—SPECIAL POWER OF APPOINTMENT—LAPSE.

In the next case, *Holyland v. Lewin*, p. 266, the point decided is briefly this, that the 33rd section of the Wills Act (R. S. O. cap. 106, sec. 35), which enacts that a devise or bequest to a child of the testator who dies in the lifetime of the testator leaving issue shall not lapse does not apply to an appointment under a special power. In delivering the judgment of the Court of Appeal, Lord Selborne says: "The words 'devise' and 'bequeath' are terms of known use in our law, the former from Glanville's time and earlier. In their ordinary sense they signify the declaration of a man's will concerning the succession to his own property after his death. Such a devise or bequest operates (on the subjects which either by common or by statute law, or by custom, can so be disposed of) by virtue of the will, and of that alone. On the other hand, an appointment under a limited power operates by virtue of the instrument creating the power, the execution when valid being read into and deriving its force from that instrument. . . It

follows, we think, legitimately from these premises that the words 'devise' or 'bequest,' when read in the Wills Act without any indication of an intention that they should apply to appointments under power, ought, *prima facie*, to be understood in their ordinary sense, viz., as referring to a gift by will of the testator's own property, and nothing else."

FRESH EVIDENCE ON APPEAL.

The case of *In re Leonard & Ellis Trade-mark*, p. 289, does not appear to call for notice, except as to the dictum of Cotton, L. J., at p. 302, where, speaking of permitting the adducing of fresh evidence on appeal, he says: "In my opinion, it is most dangerous to allow parties, when they have taken their stand at the trial of a particular question on certain evidence, relying either on the sufficiency of their own or the deficiency of their opponent's evidence, afterwards to come, when they find that they have miscalculated the effect of it, and ask to be allowed to produce evidence which they think will meet the point of the case. . . I have a great dislike to allowing evidence to be adduced after there has been a trial in order to cover a blot which has been pointed out by the result of the trial."

INJUNCTION TO RESTRAIN SLANDER.

The next case, *Hermann Loog v. Bean*, p. 306, is an exceedingly interesting one, being apparently the first instance of an injunction being granted to restrain slanderous statements. The plaintiffs sought to restrain the defendant, who had been an agent of theirs, and whom they had dismissed from their employ, from making slanderous statements injurious to their business, to their customers and other persons. The Court of Appeal upheld Pearson, J., in granting the injunction as to statements made to customers, the plaintiffs' counsel not persisting in demanding it as to other persons. Cotton, L. J., says,