

a bargain with the plaintiffs that he was himself to be the purchaser and they accepted from Bruford his bills of exchange for the price, on the representation that the necklace had been actually sold to a customer, and that Bruford could not approach him, to ask for cash, without insinuating a doubt as to his bona fides. Bruford then obtained a further advance from the defendants and absconded, and the bills he had given were, of course, dishonoured. The plaintiffs demanded the necklace from the defendants, but they refused to give it up. The jury found as a fact that Bruford obtained the necklace by fraud, with the intention of stealing it, and that it was one of the terms on which he got possession that the property in it should not pass until the plaintiffs were paid cash, and that the defendants did not advance the moneys in good faith and without notice of the fraud, Bray, J., at the trial having charged the jury that the onus was on the defendants to shew that they had made the advances in good faith and without notice of the fraud of Bruford. On these findings Bray, J., gave judgment for the plaintiffs, but the Court of Appeal (Williams, Buckley, and Kennedy, L.JJ.) unanimously reversed his decision, and gave judgment for the defendants, being of opinion that, though the goods may have been obtained in the first place by a trick which would constitute larceny, yet the subsequent sale to Bruford amounted to a contract authorizing him to pass the property, and this gave him a right which fed the defendant's title, notwithstanding the contract was voidable for fraud; it being held that after this contract the goods could not be deemed to have been stolen, but to have been obtained by fraud or false pretences. Such being the case, the Court of Appeal held that the onus was on the plaintiffs to shew that the advances had not been made by the defendants bona fide and of that there being no evidence, the findings of the jury were set aside and the action dismissed. There is an interesting discussion in the judgment of Buckley, L.J., as to the difference between larceny by trick, and obtaining goods by fraud or false pretences, as affecting the question of the right of property in goods.

CONTRACT—FRAUD—SIGNATURE TO CONTRACT OBTAINED BY FRAUD
—DOCUMENT SIGNED ON MISREPRESENTATION AS TO ITS CON-
TENTS — GUARANTEE — NON EST FACTUM — NEGLIGENCE —
ESTOPPEL—PROXIMATE CAUSE OF LOSS.

Carlisle & Cumberland Banking Co. v. Bragg (1911) 1 K.B. 489. This was an action on a guarantee and the defence set up