

The Supreme Court will not interfere on appeal with an order made by a provincial court granting leave to amend the pleadings, such order being a matter of procedure within the discretion of the court below.

A purchaser of goods from the maker of a chattel mortgage in consideration of the discharge of a pre-existing debt, is a purchaser for valuable consideration within sec. 5 of The Bills of Sale Act.

Appeal dismissed with costs.

McEvoy, for the appellant.

Gibbons, Q.C., for the respondents.

OPTIONS AND DAMAGES.

Lord Justice Lindley, in a recent lecture, remarked that the charm for him in the study of the law was that it was continually presenting a series of legal problems for solution both new and interesting. *In re The South African Trust Company*, before that learned judge and his colleagues, furnished this sort of intellectual gratification. It arose out of that modern invention of the operator in stocks and shares—the option. On the propriety of directors pledging a company's future by giving these options a good deal might be said, but the point was not taken. Suffice it to say that in *In re The South African Trust Company* the directors had done so—had given a three months' option to a speculator to take up 36,000 1l. shares at 11s. 6d. apiece. If that was all, no interesting puzzle would have arisen; but the next thing the company did was, before the option had run out, to resolve on a winding-up and a sale and transfer of its assets to another very flourishing South African Company, the Johannesburg Investment Company, the consideration being a sum of 345,000l. in cash and an option to the South African shareholders to get shares in the Johannesburg company on application within a month—a reconstruction which at once sent up the South African Trust shares to double or treble their former value. The option-holder knew all about the reconstruction, was offered shares, and declined to come in, preferring to play his own cards; in other words, he waits until the option is running out, and then says to the company, 'Give me those shares.' 'It is too late,' says the company; 'the reconstruction is complete.' 'Then pay me