

brought against the company, and also against the trustees of a debenture deed made by the company, such trustees being resident in Holland—and also a receiver appointed under the deed who was resident in England. The Dutch trustees moved to set aside the service of the writ of summons on them but Byrne, J. held that they were proper and necessary parties to the action against the other defendants and he therefore refused the motion—and on the application of the plaintiff a receiver was appointed in the action.

PRINCIPAL AND AGENT—FRAUD OF AGENT—BONA-FIDE PURCHASER FROM AGENT WITHOUT NOTICE—RECEIPT CLAUSE—AGENT APPARENT OWNER—ESTOPPEL.

Rimmer v. Webster (1902) 2 Ch. 163, was a contest between two innocent persons as to which should bear a loss occasioned by the fraud of another. The plaintiff was a trustee, and as such held a mortgage bond which he placed in the hands of a broker for sale, and, induced by false representations of the broker, he executed in his favour two deeds of transfer of the mortgage bond in two portions of £1,500 and £500 respectively, which sums in the transfers he acknowledged to have received from the transferee. The broker then borrowed £1,000 from the defendant and executed a formal sub-mortgage of the bond to him, producing the transfers as proof of title. The broker misappropriated the money and absconded. The plaintiff claimed a re-transfer of the bond free from defendant's mortgage, but Farwell, J., held that the plaintiff having clothed the broker with the apparent ownership of the bond and acknowledged the receipt from him of the purchase money, was estopped from disputing the title of the defendant.

SOLICITOR—TRUST—BREACH OF TRUST—MONEY LENT BY TRUSTEE TO SOLICITOR WITHOUT SECURITY—SUMMARY ORDER ON SOLICITOR TO REFUND MONEY RECEIVED IN BREACH OF TRUST—PRACTICE.

In re Carroll, Brice v. Carroll (1902) 2 Ch. 175, is an instance of the summary jurisdiction exercised by the court over solicitors. This was an administration action and in the taking of the accounts it appeared that the executor had lent the trust funds to his solicitor without security; the plaintiff thereupon applied upon notice of motion entitled in the action and also "in the matter of" the solicitor for an order to pay the amount so lent to him into court, and Farwell, J. made the order as asked.