

COMMENTS ON CURRENT ENGLISH DECISIONS.

We now conclude our notes on cases in the first instalment of the Law Reports for December.

WILL—CONSTRUCTION—"PROPERTY AT MY BANK."

In re Prater Desnige v. Beare, 36 Chy. D. 473, is a decision of Chitty, J., upon the construction of a will whereby the testator bequeathed "my property at R.'s bank." At his death he had at R.'s bank a cash balance, also certificates of shares, some of which were inscribed in his name, and others payable to bearer. Chitty, J., held that only the cash balance passed by this bequest, because the share certificates were not property at the bank, but merely evidence of title to things out of the bank, and not things in it.

PRINCIPAL AND AGENT—MANAGER OF TRADING COMPANY—PROMISSORY NOTE SIGNED ON BEHALF OF COMPANY.

In re Cunningham & Co., 36 Chy. D. 532, the question was whether a note given by the manager of a trading company, and signed by him "in representation" of the company, was binding on the company? The note was given under the following circumstances: The company in question were importers and traders in tinned ox tongues and other provisions. Hunter, who was appointed to take entire charge of the interests of the company in South America, but having no express power to sign or accept bills or promissory notes on behalf of the company, was desirous of entering into a contract with one Liberos for the supply of ox tongues to the company in South America; but Liberos refused to enter into the contract unless a guarantee was given by some third person. J. C. Simpson agreed to give the guarantee by depositing £1,000 in a bank to the order of Liberos. As an indemnity to Simpson, Hunter gave him the promissory note in question for £1,000, signed by him "in representation" of the company. The company made default in carrying out the contract with Liberos, and, under a power contained in it, the deposit which was paid to him was forfeited. No goods were supplied to the company under the contract. The company never recognized the note, and it was dishonoured at maturity. The company being in liquidation, Simpson claimed to prove the note, but his claim was resisted by the liquidator, and North, J., held that under the circumstances the company were not bound by it, on the ground that the note was not given in order to carry on the business in the ordinary way.

VOLUNTARY GIFT—TRUST—DELIVERY OF PROMISSORY NOTE TO BE HANDED OVER TO THIRD PERSON AFTER DEATH OF MAKER.

In re Richards, Sherestone v. Brock, 36 Chy. D. 541, is a decision of North, J. In this case a testatrix made her will in 1873, bequeathing a legacy of £150 to Ellen Harris, who was her domestic servant. In August, 1877, the testatrix made a promissory note for £200, payable on demand to Ellen Harris, and handed the note to the testatrix' solicitor, with instructions to retain it till the