instructions to Rew to obtain collateral security, and were ignorant of the deposit of the warrants; therefore he held he was not their agent in receiving them, and, consequently, they were not responsible for their loss, and with this decision the Court of Appeal agreed. As Lord Herschell remarks, this is one of those painful cases in which, whatever judgment is pronounced, the loss must fall upon some innocent person who has not, by act or default, contributed to it. On principles of abstract justice, it may well be doubted whether the decision of Kekewich, J., was not, on the whole, more satisfactory than that of the Court of Appeal, but the law is clearly embodied in the English Partnership Act, 1890, s. 11, and when once it is found that a partner is acting within the scope of his apparent authority his partners are liable for his default or misfeasance. It was on the ground that in *Cleather* v. *Twisden*, 28 Ch.D. 340, the partner was not acting within the scope of his apparent authority that the Court of Appeal distinguishes that case from this.

The reader will kindly correct the following typographical errors which the proof-reader has overlooked: at p. 122, line 20, for "action" read "option" and on p. 125, line 8, for "their" read "the."

Notes and Selections.

LEASE OR MORTAGE, OR WHICH?—Mortgage companies have taken a new method in Manitoba to secure principal and interest in arrear. They take a lease for one year for the whole sum due. When the crop is harvested they take steps to distrain and claim exemptions for rent as landlords. A well-known country solicitor states the case as follows: A mortgagor is in arrears, security is demanded by a loan company, a paper is signed—to the poor farmer as intelligible as an Egyptian tablet. The paper is practically a quit-claim deed and a lease for one year at a certain rental, presumably the amount of interest in arrear. The rent is not paid and the loan company steps into possession and the farmer is on the road. It is true that courts of law will continue to hold that a farmer is as capable of construing an implement contract as a lawyer, but the legislature has taken steps to prevent the obtaining of a mortgage under the guise of an agreement