be properly convicted, although the offence actually proved was that he had knowingly counselled the owner of the horse to cause the cruelty to be committed : see Crim. Code, s. 62, which would seem to warrant the like conclusion.

NEGOTIABLE INSTRUMENT—DEBENTURE PAYABLE TO BEARER—MERCANTILE USAGE.

Bechuanaland Co. v. *London Trading Bank* (1898) 2 Q.B. 658, was an action brought by the plaintiffs' company to recover the value of certain debentures which had been fraudulently pledged by the plaintiffs' secretary with the defendants. The debentures in question had been issued by a limited company, and were payable to bearer; but, by reason of conditions indorsed thereon, they were not promissory notes. They were kept in a safe, the key of which was entrusted to the secretary. The defendants received the debentures from the secretary in good faith, and it was proved in evidence that by the usage of the mercantile world, and on the Stock Exchange for many years, such debentures had been treated as negotiable instruments. The action was tried in the Commercial Court before Kennedy, J., who held that, although the plaintiff company was not estopped by its conduct in not registering the debentures from disputing the defendants' title, yet the defendants were entitled to the debentures as against the plaintiffs, on the ground that they were negotiable instruments transferable by delivery. In arriving at this conclusion the learned judge had to consider the case of *Crouch* v. *Credit Foncier*, L.R. 8 Q.B. 374, in which it was laid down by the Queen's Bench Division, that it is not possible by mere usage to impart the quality of negotiability to any instrument which by the general law is not recognized as such ; but this case he considered had been in effect overruled by the later case of *Goodwin* v. *Robarts*, L.R. 10 Ex. 76, 337 ; 1 App. Cas. 476, in which it was held that instruments not originally negotiable according to the general law, might, by mercantile usage, though of comparatively recent date, acquire the character of negotiable instruments.

WILL—CONSTRUCTION—ADVANCEMENT CLAUSE—EXPECTANT OR PRESUMPTIVE SHARE—IMPOSSIBILITY OF ISSUE—WOMAN PAST CHILD-BEARING.

In re Hocking, Michell v. *Loe* (1898) 2 Ch. 567 is a case arising on the construction of a will. The testator had at the time of his will, two sisters, Amelia and Emma, of whom Emma was married and had children, and Amelia was unmarried. The testator directed