

the will and deeds, and Joyce, J., held that the rule against double portions applied, and that therefore the children to whom appointments had been made by deed, were not entitled also to any share under the appointment made by the will.

BAILMENT—BAILEE—CLAIM BY THIRD PARTY TO GOODS BAILED—  
DUTY OF BAILEE—NOTICE OF CLAIM TO BAILOR—NOTICE TO  
BAILOR OF CLAIM OF THIRD PARTY—ORDER OF MAGISTRATE FOR  
DELIVERY OF GOODS—HUSBAND AND WIFE.

*Ranson v. Platt* (1911) 2 K.B. 291. In this case the Court of Appeal have failed to agree with the decision of the Divisional Court (1911) 1 K.B. 499 (noted ante, p. 259). It may be remembered goods were bailed to the defendant by the plaintiff, a married woman, living apart from her husband, who subsequently claimed them. The bailee having refused to deliver the goods to the husband was summoned before a magistrate at the instance of the husband, he informed the magistrate that the goods had been left with him by the wife, but though having ample time to notify the wife of the claim and knowing her address he failed to do so, and the magistrate, without requiring the wife to be notified, made an order for the delivery of the goods to the husband. The defendant relied on this order as a protection against the claim of the plaintiff, and the Divisional Court so held; but the Court of Appeal (Williams, Moulton and Farwell, L.JJ.) came to the conclusion on the evidence that the application to the magistrate was a mere matter of arrangement between the husband and the defendant, and that it was the duty of the defendant, in the circumstances, to have notified the wife of her husband's claim to the goods, and not having done so, the order of the magistrate was no protection against her claim. *Prima facie* Williams, L.J., admits that if the defendant had acted under the compulsion of the order it would have been a protection, but he concludes on the evidence that he did not really do so, because he was not bound by the order to deliver up the goods until paid his charges for warehousing them, and the husband not being able to pay them, he agreed with him that he, the defendant, should buy some of them and pay himself out of the proceeds, and in this respect also he did not act under the compulsion of the order, but by arrangement with the husband.