

RECENT ENGLISH DECISIONS.

made by their agent, who was the secretary of the defendant company, respecting the validity of certain debenture stock of the company. The representations were untrue, and were fraudulently made by the secretary for his own benefit. The jury found that the secretary was held out by the company as a person proper to answer inquiries respecting the stock on their behalf; but the Court of Appeal held (reversing the decision of Manisty and Mathew, JJ.) that the company was not liable in an action of deceit for the unauthorized and fraudulent act of the secretary, committed not for the general or special benefit of the company, but for his own private ends.

TAXATION—ASSESSMENT—RAILWAY COMPANY.

The short point decided in the *North and South Western Ry. Co. v. Assessment Committee of Brentford*, 18 Q.B.D., 740, by the Court of Appeal, was that where a line of railway is leased by three different railway companies, the line, for the purposes of taxation, is to be assessed, not as being an integral part of each of the lines of the three companies leasing it, but on the basis of the rent which a tenant from year to year might reasonably be expected to give for it as an independent line.

EQUITABLE MORTGAGE—ORAL PROMISE TO GIVE SECURITY—STATUTE OF FRAUDS—PART PERFORMANCE.

Ex parte Broderick, 18 Q. B. B. 766, is a bankruptcy decision involving a question of law of general interest. The bankrupt being indebted to a company made an oral promise to the directors to give them security for the debt when required. He was then entitled to a one-fifth reversionary interest in a farm of which his mother, the tenant for life, held the deeds. The mother subsequently died, and the title deeds came into the possession of the respondent who was manager of the company, and was also entitled to one-fifth of the property. The respondent told the bankrupt that he had the deeds, and that he held the bankrupt's one-fifth for the company. But the Court of Appeal held (affirming the decision of Cave and Wills, JJ.), 18 Q. B. D. 380, that the company had not a valid equitable mortgage of the bankrupt's share in the farm, because there was no memorandum in writing to satisfy the Statute of Frauds, and the conver-

sation that took place between the bankrupt and the respondent as to the custody of the title deeds, not being followed by any act which altered the legal position of the parties, was not such a part performance of the oral promise to give security as would exclude the operation of the statute.

ACTIO PERSONALIS MORITUR CUM PERSONA—SLANDER OF TITLE—DEATH OF PLAINTIFF—CONTINUANCE OF ACTION.

Hatchard v. Mege, 18 Q. B. D., 771, was an action for publishing an alleged false and malicious statement respecting the plaintiff's trade, calculated to injure the plaintiff's right of property in a trade mark; the plaintiff died pending the action, and an order was made to continue the action in the name of his executrix. At the trial Lord Coleridge, C.J., nonsuited the plaintiff on the ground that the cause of action did not survive; but the Divisional Court (Day and Wills, JJ.) held that the injury complained of being one not merely to the person but to the estate of the deceased, in so far as the claim was in the nature of slander of title it did survive in favour of the executrix, who would be entitled to recover on proof of special damage, and a new trial was ordered, limited to the latter cause of action.

STATUTE OF LIMITATIONS—EJECTMENT—POSSESSION OF TENANTS—RECEIPT OF RENTS BY AGENT—RATIFICATION.

The keenly contested case of *Lyell v. Kennedy*, 18 Q. B. D. 796, has at last reached the Court of Appeal on the merits. The facts of the case were somewhat peculiar. The defendant had been for many years the agent of Ann Duncan, a former owner of the property in question, and collected the rents of it for her. In 1867 Ann Duncan died intestate, and it was unknown who were her heirs-at-law. The defendant, after her death, continued to receive the rents, and carried them to an account which he had opened in the name of "the executors of Laurence Buchan." The defendant was one of the executors of Laurence Buchan's estate, and it was under the latter's will that Ann Duncan became entitled to the property. It further appeared that the defendant had frequently stated, orally, and in writing to the plaintiff (before he acquired the title of the heirs of Ann Duncan), that he was acting on behalf of the true heir-at-law of Ann