PRACTICE—CLAIM FOR DECLARATORY JUDGMENT—NO CAUSE OF ACTION—"WHETHER ANY CONSEQUENTIAL RELIEF IS OR COULD BE CLAIMED OR NOT"—JURISDICTION—RULE 289—(ONT. JUD. ACT, s. 16 (*b*)).

Guaranty Trust Co. v. *Hannay* (1915) 2 K.B. 536. The plaintiffs in this case had *bonâ fide* purchased a bill of exchange and bill of lading attached, and obtained payment thereof from the defendants, named as drawees. After payment, the defendants discovered that the bill was a forgery, and that no goods had been shipped under the bill of lading, and they were suing the plaintiffs, in New York, to recover the money. The plaintiffs claimed a declaration that, according to the law of England, where the bill was presented and paid, the plaintiffs did not, by presenting it, warrant its genuineness nor the genuineness of the bill of lading attached, and they also claimed an injunction to restrain the defendants from further prosecuting the action in New York, on the ground that it was vexatious and likely to cause injustice and expense. The defendant applied to strike out the claim for a declaratory judgment, on the ground that no cause of action was shown. Bailhache, J., refused the motion, and the majority of the Court of Appeal (Pickford and Bankes, L.JJ.) upheld his decision, but Buckley, L.J., dissented. Pickford, L.J., however, held that a declaration that a person is not liable to an existing or possible action, though not beyond the power of the Court to make, is, nevertheless, one which the Court would rarely make. Bankes, L.J., thought that the claim for the declaration was ancillary to the claim for the injunction, and for that reason was one which the Court might make; whereas Buckley, L.J., was of the opinion that a declaratory judgment could only be properly granted where it is founded on facts shewing a cause of action, and he thought the declaration claimed did not lead to, or bear upon the claim for the injunction. Of course, this case does not determine that, in the circumstances of this case, the declaratory judgment asked would in fact be made, but, in effect, that the claim is not demurrable.

BANKER AND CUSTOMER—ACCOUNT AT ONE BRANCH OF A BANK—DEMAND OF PAYMENT AT BRANCH OTHER THAN THAT AT WHICH ACCOUNT IS OPENED—REFUSAL TO PAY.

Clare v. *Dresdner Bank* (1915) 2 K.B. 576. The defendants were bankers, having a branch at Berlin and also in London. The plaintiff had an account at the Berlin branch, and demanded payment of the amount there to his credit from the London