

at auction to the vendor Handman. The purchaser objected that the lease was void, and Buckley, J. so held, and the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.) came to the conclusion, that even if the lease were only voidable, the title was such as ought not to be forced on an unwilling purchaser, because it depended on the fact whether the vendor Handman had purchased without notice of the defect in title.

PRINCIPAL AND AGENT — IMPLIED WARRANTY OF AUTHORITY — ATTORNEY INNOCENTLY ACTING UNDER FORGED POWER — LIABILITY OF AGENT TO THIRD PARTY — TRANSFER OF STOCK UNDER FORGED POWER — FORGERY.

In *Oliver v. The Bank of England* (1902) 1 Ch. 610, the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.) have affirmed the decision of Kekewich, J. (1901) 1 Ch. 652 (noted ante vol. 37, p. 453). The contest, it may be remembered, was one between two innocent parties as to which was to bear the loss occasioned by the forgery of a third party. The Bank of England had in pursuance of a power of attorney purported to be given by two persons in favour of one Starkey, transferred certain consols standing in the name of the persons named as donors of the power. It turned out afterwards that one of the donors had forged the other's name, and the bank were compelled to replace the stock. The forgery was unknown to Starkey, who acted in good faith; but it was held that he must be taken to have warranted the genuineness of the power under which he assumed to act, and was therefore bound to indemnify the bank against the loss. The moral of the case therefore is, that where a person undertakes to act under a power of attorney, he should first take steps to assure himself of the genuineness of the power, or he may run the consequence of his neglect to do so.

COPYRIGHT — INFRINGEMENT — "PRINT OR CAUSE TO BE PRINTED" — COPYRIGHT ACT, 1842 (5 & 6 VICT., c. 45), s. 15.

Kelly's Directories v. Gavin (1902) 1 Ch. 631. This was an action to restrain the infringement of a copyright. The part of the work containing the infringement was actually printed for the defendant Garrie by a third person, but the whole work purported on the title page to be printed by the defendants, the Lloyds. Byrne, J. held that the Lloyds were not liable, (1901) 1 Ch. 374 (noted ante vol. 37, p. 300), and the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.) have now affirmed his decision.