speaking for myself, I think that when an application is made for an indulgence, the moral elements of the case ought to be taken into consideration. I am more inclined to grant it when what appears to be a substantially good and honest case is in danger of being defeated on technical grounds, than in favour of an attempt to defeat a good case on technical grounds."

PATENT—SLANDER OF TITLE—DAMAGES.

The decision of the Court of Appeal in *Halsey* v. *Brotherhood*, p. 386, which was based upon the authority of *Wren* v. *Weild*, L.R. 4 Q.B. 730, and which confirmed the decision of the M.R., in the Court below, appears clearly from the following extract from the judgment of Lord Coleridge, L.C.J. —"Here is a defendant in possession of a patent, who says, and, for all that appears, says with perfect *bona fides*, to the plaintiff and to persons who are going to deal with the plaintiff, 'Remember that what the plaintiff is making is an infringement of my patent and is an injury to my property, and I will tell you that if you proceed to injure my property I shall take proceedings against you.' The result of this may be injury to the plaintiff. Possibly in this case it has been injury to the plaintiff. I am quite content to assume that it has, but it appears to me that a statement made under such circumstances does not give a ground of action merely because it is untrue and injurious; there must be also the element of *mala fides* and a distinct intention to injure the plaintiff, apart from the honest defence of the defendant's own property." Or, as the point is put in a more general and more abstract form by Baggallay, L.J. —"It appears to me that an action for slander of title will not lie, unless the statements made by the defendant were not only untrue, but were made without what is ordinarily expressed as reasonable and probable cause, and this rule applies not only to actions for slander of title, strictly and properly so-called with reference to real estate, but also to cases relating to personalty or personal rights and privileges."

DUTY OF DRAWER TO STOP CHEQUE—BANKING.

The two points of law which are illustrated by *ex parte Richdale*, p. 409, may be concisely put as follows: (i.) there is no obligation, arising by contract or by law, on the part of the drawer of a cheque, given for value, to stop the payment of it for the benefit of a third party. The person who gave the notice to stop it would run the risk of the cheque being in the hands of a *bona fide* holder for value, that is to say, he would run the risk of having to pay the costs of an action by such a holder. (ii.) Where a customer pays a cheque to his bankers, in order that the amount of it may be at once placed to his credit, and the bankers carry it to his credit accordingly, they become immediately holders of the cheque for value.

COURT OF APPEAL—EVIDENCE.

In *ex parte Firth*, p. 419, it appears only necessary to notice certain dicta of Jessel, M.R., to the effect that the Court of Appeal cannot decide an appeal in the absence of the evidence on which the order appealed from was founded, although, if by some accident the notes of the evidence were lost, the appellant might apply by way of indulgence to the Court of Appeal to have the evidence taken over again, and the Court might or might not accede to that application.

WILLS—BEQUEST OF SHARE IN PARTNERSHIP—R.S.O. C. 106, SS. 25, 26.

The next case, *In re Russell*, p. 432, was, as Bacon, V.C., observes, "one of difficulty." The testator, after reciting that he was carrying on a certain business in partnership with his two brothers, demised and bequeathed: "all my part, share and interest, of and in the said co-partnership, trade or business, and of and in the real and personal estate which may be used, employed or invested therein, . . . and of and in the co-partnership debts, securities, and moneys to which I may be entitled at my decease," to the executors on certain trusts. After the making of this will, the testator acquired the shares successively