and to an enquiry whether the company was all right, Johnston replied, "we are bringing it out," to which the plaintiff replied, "that is good enough for me," and in consequence of this conversation became purehaser of a large number of shares in the company. The company was styled the "Filisola Rubber and Produce Estates," and the plaintiff made no further inquiry when apprised of its title before completing his purchase. The jury found that the company was not "a rubber company" and that Johnston had warranted that it was, and judgment was given at the trial for the plaintiff, which was affirmed by the Court of Appeal. Their Lordships however were of the opinion that the judge at the trial erred in leaving it to the jury to say whether or not there was a warranty, because the facts were not in dispute, and it was simply a question of law whether they established a warranty; and their Lordships were of the opinion that they did not; and that it is not every representation made by a vendor that is to be regarded as a warranty, but on the contrary the true test whether or not a representation is to be regarded as a warranty is whether the evidence shows that it was so intended; as Lord Holt tersely puts it, "An affirmation at the time of sale is a warranty, provided it appear on evidence to be so intended." In the present case they found no evidence that the representation of Johnston was intended to be a warranty and the jury having negatived any fraud they held it must be regarded as a mere innocent misrepresentation. The action was therefore dismissed.

EXECUTOR—POWER TO PLEDGE PERSONAL CHATTELS—PLEDGE BY ONE OF TWO EXECUTORS AND TRUSTEES—TRUSTEE—ASSENT TO TRUST OF WILL.

Attenborough v. *Solomon* (1913) A.C. 76. In this case the House of Lords (Lord Haldane L.C. and Lords Atkinson and Shaw) have affirmed the decision of the Court of Appeal (1912) 1 Ch. 451 (noted ante vol. 48 p. 299). The case turned on the question of the validity of a pledge of chattels of his testator made by one of two executors in the following circumstances. The testator after appointing two persons executors and trustees of his will and giving pecuniary legacies gave the residue to his trustees upon trust for sale and distribution as mentioned in the will. All the debts and legacies so far as known were paid and the residuary account was sent in and duly passed within one year of the testator's death. Part of the residuary estate consisted of some plate which was in the possession of A. A. Solomon, one of the executors, and he fourteen years after the testator's death pledged this plate with the defendant Attenborough for a sum which he applied to