law in spite of the adverse comments passed on them in *Palmer* v. *Johnson*.

Bill of exchange — Acceptance by directors of a company—Personal liability.

We have now to consider the case of *West London Commercial Bank* v. *Kitson*, 13 Q. B. D. 360, which involved the question as to whether certain directors of a joint stock company which had no power to accept bills, were personally liable on a bill of exchange payable to order and addressed to the company, and which had been accepted by the directors "for and on behalf of the company," and in which it was held by the Court of Appeal affirming the Divisional Court of the Queen's Bench Division (Day and Smith, JJ.) that this was a representation on the part of the directors: that the company had power to accept the bill, and as the company had not in fact such power, the directors who had, by their acceptance, made the representation, were personally liable. Fry, L.J., said:—"The defendants, by accepting this bill for and on behalf of the company, made a representation that the company had power to accept it. I think that was a representation of a matter of fact and not of law, because whether there was power or not depended on private Acts of Parliament. That representation was acted upon, as it was intended by the defendants it should be acted on. It was a false representation, and I have come to the conclusion that by reason of its having been made, and made falsely, the plaintiffs have sustained damages."

Infant—Necessaries.

Passing over some intervening cases which have no special interest in this Province we come to the case of *Barnes & Co.* v. *Toye*, 13 Q. B. D. 410 in which the liability of an infant for necessaries came up for consideration before a Divisional Court composed of Field, Manisty and Lopes, JJ., and the Court held, that although the goods in question came under the class of necessaries, yet it was open to the infant to show that he was already supplied with sufficient articles of the same class: in which case he would not be liable to the plaintiffs, no matter whether they were, or were not, ignorant of the fact when they furnished the goods. The decision of the Court of Exchequer in *Ryder* v. *Wombwell*, L. R. 3 Ex. 90, to the contrary, was therefore overruled.

The remaining cases reported in the Queen's Bench Division for September are of no special interest in this Province, being decisions for the most part under the English Bankruptcy Act.

Will—Evidence of due execution—Attesting witnesses.

The only remaining case to be noticed here is that of *Wright* v. *Sanderson*, 9 P. D. 149, which is a decision of the Court of Appeal on a point of evidence. The testator in that case, in 1878, wrote a holograph codicil upon the same paper as a will which he had made and duly executed in 1868, and wrote at the end of it an attestation clause adapting that at the end of the will to the case of a codicil. He called the nurse into the schoolroom and asked her and the nursery governess to "sign this paper." There was evidence that he took his own pen into the room. Both witnesses signed. At the trial, which took place between four and five years after, the codicil was produced bearing the testator's signature, and both the attesting witnesses were examined. The governess deposed that she had designedly abstained from looking at any of the writing on the paper, and the nurse it appeared had been very nervous. Neither of them could say as to what writing was on the paper, nor as to whether the testator's signature was there when they signed, and both said that they did not see him sign. But, notwithstanding this evidence,