

SELECTIONS.

Q. B. D. 451); and in such cases, at least, it is true enough that, as Crompton, J., observed in *Hartnell v. Ryde Commissioners* (1 B. & S. 361, 33 L. J. Q. B. 39) as quoted by the learned County Court judge in *M'Ginnity v. Town Commissioners of Newry* (19 Ir. L. T. Rep. 69), "there never has been Act of Parliament which has thrown the obligation to repair on two bodies, but the public has always had one body to look to." And see *Howitt v. The Nottingham Tramways Co.*, 12 Q. B. D. 16; *Steward v. The North Metropolitan Tramways Co.*, 16 ib. 556.—*Irish Law Times*.

JOINT BANKING ACCOUNT BY HUSBAND AND WIFE.

IN the excellent "Treatise on Banking Law," by Mr. J. Douglas Walker, the second edition of which has been published this year by Stevens & Sons, we read as follows:—"Where a drawing account is opened by a husband in the name of his wife, or the husband pays money into an account opened by his wife, the banker's obligation is to honour the cheque of either husband or wife during their joint lives (*Lloyd v. Pugh*, L. R. 8 C. A. 88; *Parker v. Lechmere*, 12 C. D. 256). If an account be opened by the husband in the joint names of himself and his wife, the balance standing to the credit of such account at his death becomes the absolute property of his widow, provided his intention in so opening the account was to make provision for her in that way (*Williams v. Davies*, 33 L. J. P. C. 127; but it does not become the property of the widow if the intention was only to provide a convenient mode of managing affairs (*Marshall v. Crutwell*, L. R. 20 E. 328). This doctrine has formed the subject of consideration in another case (*Re Young, Trye v. Sullivan*), reported in this month's number of the *Law Journal*, where, however, the only one of the authorities above cited that was mentioned was *Marshall v. Crutwell*. Nor could the important practical consequences flowing from the application of this doctrine be better illustrated than by the recent decision of Mr. Justice Pearson, to which we propose to direct attention accordingly.

Not every banking institution, indeed, is conducted with sufficient intelligence to accord its customers the advantages in question, and ignorant routine sometimes prevails to such an extent as to deprive those institutions themselves of an excess of custom sorely needed at the present time. Indeed, within the present week the present writer, associated with others, proposing to open two such accounts with the Bank of Ireland, was informed by the secretary that in that establishment they could not be received. And considering that it is with the money of depositors, rather than with the capital provided by the shareholders, that bank dividends are paid, it may well seem somewhat strange that any bank should be found so firmly fixed in its "old ways" as, in consequence, to refuse deposits, and not inconsiderable either—a matter worthy of some notice by those who may happen to be interested, and who will have to suffer the results of such management. What detriment it would be to a bank we are utterly at a loss to imagine; while to the depositors the doctrine of survivorship is of immense moment, besides the benefit of having individual power to draw against the joint fund—both points deriving an enhanced use and interest in connection with the now prevailing separate *status* of husband and wife.

Now, in *Trye v. Sullivan*, the circumstances under which the question arose were as follows:—By the marriage settlement of Colonel James Young and Annie Eliza Longworth, executed in June, 1846, certain personal estate was settled, in the events which happened, on trust, after the death of the survivor of the husband and wife, if the wife should be the survivor, for the wife, her executors, administrators, and assigns. After the marriage four different banking accounts were kept by Colonel and Mrs. Young: Colonel Young's separate account at Messrs. Roberts, Mrs. Young's separate account at the County of Gloucester Bank, a joint account at the latter bank, and (after some time had passed) a joint interest account at the same bank. Mrs. Young had a substantial income of her own, and it was from that source principally that moneys were carried to the joint account. The moneys standing to that account were employed by Colonel and Mrs. Young in paying