L became bankrupt, and M died, the lessor never exercised his option to determine the lease. It was held by the House of Lords (reversing the decision of the Court of Session) that by the terms of the covenant the lessees were jointly and severally liable for rent, irrespective of their interest, and that after M's death his representatives, though they had no interest as tenants, remained liable for rent during the currency of the lease.

WILL—POWER CREATED AFTER WILL—APPOINTMENT BY GENERAL BEQUEST—7 WM. IV. & 1 VICT. C. 26, SS. 23, 24, 27 (R. S. O. C. 106, SS. 25, 26, 29).

In *Airey* v. *Bower*, 12 App. Cas. 263, the House of Lords (affirming a decision of the Court of Appeal) held that when a testatrix who had a general power of appointment over the A property, by her will made in 1854, after specific devises and bequests, devised and bequeathed the residue of her estate to X, and afterwards, she, by a deed poll in 1855, appointed the A property upon such trusts as she, by deed or her last will, "should, from time to time, or at any time thereafter, direct or appoint," and, in default of appointment, in trust for Y; and the testatrix died in 1857 without having altered her will of 1854: that under the 7 Wm. IV. & 1 Vict. c. 26, ss. 23, 24, 27 (R. S. O. c. 106, ss. 25, 26, 29), the will operated as an exercise of the power reserved by the subsequent deed poll and passed the property to X. *Boyes* v. *Cook*, 14 Chy. D. 53, was approved.

PRINCIPAL AND AGENT—CONTRACT WITH AGENT FOR UNDISCLOSED PRINCIPAL—SET OFF AGAINST PRINCIPAL OF DEBT DUE BY AGENT—ESTOPPEL.

The only other case in this number of the appeal cases is *Cooke* v. *Eshelby*, 12 App. Cas. 271, which is an important decision on a point of commercial law. Livesy & Co., a firm of brokers, sold cotton to the appellant C. in their own names, but really on behalf of an undisclosed principal. The appellant knew that Livesy & Co. were in the habit of dealing both for principals, and on their own account, but had no belief, and made no inquiries, as to whether they made the contract as principals or agents. The principals brought the present action to recover the price of the cotton, and the appellant claimed the right to set off a debt due by Livesy & Co. to him; but the House of Lords (affirming the decision of the Court of Appeal) held that he was not entitled to do this. Lord Watson thus states the result of the cases:

> . . . In order to sustain the defence pleaded by the appellant, it is not enough to show that the agent sold the goods in his own name. It must be shown that he sold the goods as his own, or, in other words, that the circumstances attending the sale were calculated to induce, and did induce, in the mind of the purchaser a reasonable belief that the agent was selling on his own account, and not for an undisclosed principal; and it must also be shown that the agent was enabled to appear as the real contracting party by the conduct or by the authority, express or implied, of the principal. The rule thus explained is intelligible and just; and I agree with Bowen, L. J., that it rests upon the doctrine of estoppel.

The *Law Reports* for June comprise 18 Q. B. D. pp. 657-827; 12 P. D. pp. 137-144; and 35 Chy. D. pp. 1-190.

POST-NUPTIAL SETTLEMENT—SOLVENCY OF SETTLOR AT DATE OF SETTLEMENT.

The bankruptcy case of *In re Lowndes*, 18 Q. B. D. 677, is deserving of notice. This was an application under the Bankruptcy Act, 1883, s. 47, to set aside a post nuptial settlement within ten years of its execution, and it appeared that if the life interest reserved to the settlor were taken into account, he was able to pay his debts at the date of the settlement, but that if it were not taken into account, he was insolvent; and it was held by Mathew and Cave, JJ., that the settlor's life interest ought to be taken into account in estimating his solvency, and that the settlement was therefore valid against the trustee in bankruptcy.

MASTER AND SERVANT—EMPLOYERS LIABILITY ACT 1880—"OTHERWISE ENGAGED IN MANUAL LABOUR"—DRIVER OF TRAM CAR—49 VICT. C. 28, S. 2, SS. 3 (O.).

Cook v. *The North Metropolitan Tramways Co.*, 18 Q. B. D. 683, was an action under the Employers Liability Act, 1880, brought by the driver of a tram car for injuries sustained by him through falling into a hole in the floor of a shed in which the defendants' cars were kept; and the question was whether the plaintiff was a "workman" within the meaning of the Act, which provided that the term should include any person who being a labourer, servant in husbandry, journeyman, artificer, handicraftsman, miner, or otherwise engaged in manual labour, has entered into, or works under, a contract with an employer. The