

COMPANY—SHARE CERTIFICATE—SEAL OF COMPANY—FORGERY OF DIRECTORS' SIGNATURES—PRINCIPAL AND AGENT—SCOPE OF EMPLOYMENT.

In *Ruben v. Great Fingall Consolidated* (1904) 2 K.B. 712, the Court of Appeal (Collins, M.R., and Stirling and Matthew, L.JJ.) have found it necessary to reverse the decision of Kennedy, J. (1904) 1 K.B. 650 (noted ante p. 452), from which, as was anticipated, an appeal was had. It may be remembered that the plaintiffs had advanced in good faith money to the secretary of the defendant company on a certificate under the seal of the company certifying him and another person to be the owners of certain shares of the defendant company, and on an assignment of such shares, the certificate proved to be fraudulent and the director's names affixed thereto were forgeries, and the company refused to register the transfer. Kennedy, J., thought the case governed by *Shaw v. Port Philip Mining Co.* 13 Q.B.D. 103, and that the company were estopped from disputing the validity of the certificate, the Court of Appeal, however, came to the conclusion that there was no estoppel, because there was no holding out by the company of their secretary as having any right or authority to warrant the genuineness of the certificate; the articles of association expressly providing that such certificates must be signed by two directors. The Court of Appeal also held that the defendant company was not liable to the plaintiffs in damages for the fraud of their secretary. The plaintiffs were therefore practically without remedy.

PRACTICE — ATTACHMENT OF DEBTS — CHOSSES IN ACTION — "DEBTS OWING OR ACCRUING"—13 ELIZ., C. 5 (R.S.O. C. 334, SS. 1-5) — PAYMENT BY GARNISHEE AFTER NOTICE OF ATTACHING ORDER—PAYMENT BY CHEQUE—DUTY TO STOP PAYMENT BY CHEQUE.

Edmunds v. Edmunds (1904) P. 362, although arising in a divorce case, is a decision on the practice of attachment of debts. A decree for alimony and costs was obtained by the plaintiff against the defendant. The defendant held, amongst other appointments, that of public vaccinator under the guardians of a certain parish, and also that of registrar of births and deaths. As public vaccinator the defendant was bound to keep a register of vaccinations, and the guardians agreed to pay him within a calendar month after the usual quarter days 1s. 6d. for each vaccination duly registered; and his right to pay depended on his punctual attendance for the purpose of vaccinating patients. His accounts