in granting it, owing to the process not having been disclosed to the court, but suggested that if it should become necessary to enforce the order, the plaintiffs could then, under proper safeguards against it being otherwise divulged, make known the process to the court.

GIFT OF CHATTELS—VOID DEED—ACKNOWLEDGMENT—VOLUNTARY GIFT—SUBSEQUENT DELIVERY OF DEED EXECUTED BY ATTORNEY WITHOUT AUTHORITY BY DONOR IN PERSON—PASSING PROPERTY.

*In re Seymour, Fielding* v. *Seymour* (1913), 1 Ch. 475. The simple question in this case was whether a deed of gift which had been executed by attorney without authority, had been subsequently ratified by the donor. The facts were that in February, 1896, the deed of gift of certain chattels was executed by one Leighton in assumed exercise of a power of attorney from Mrs. Seymour in favour of her daughter Miss Seymour. In 1898, Mrs. Seymour's solicitor, amongst other business read over the deed of gift to her, and made the following note of the interview so far as it related to the deed. "Attending you as to the deed of gift to Miss S., and you desired us to retain the same on her behalf. You would have a copy made of the original inventory and would send us the original to keep with the deed. And also as to the P.A. given to S. Leighton and reminding you that this had been prepared by Mr. Marston and had never been in our possession." Mrs. Seymour afterwards sent the inventory to her solicitors with a note in her own handwriting: "Mr. Seymour's catalogue with annotations of pictures and works of art at 5 Chesterfield Gardens, now the property of Miss Seymour." The daughter subsequently became insane, and in her affidavit as to her property Mrs. Seymour did not include the articles which were the subject of the deed of gift. By her will, made in 1910, Mrs. Seymour disposed of her pictures, furniture, etc., in trust for her daughter for life, and then for other persons. She died in 1911. It was then discovered that the power of attorney under which Mr. Leighton had assumed to execute the deed of gift was not wide enough for that purpose. Joyce, J., held that the deed of gift had been so acknowledged by Mrs. Seymour, in 1898, as to be in effect a delivery of the deed by her, and therefore that the property in the chattels therein comprised had passed to the daughter; and his decision was affirmed by the Court of Appeal (Cozens-Hardy, M.R., and Buckley, and Hamilton, L.JJ.).