

adviser and read over to her, and it was arranged that she should send him the original inventory of the chattels and that he should keep it with the document. The inventory was accordingly afterwards sent by her to him inside a wrapper on which she had written some words to the effect that the chattels were then the property of the daughter. The power of attorney was not in the possession of her legal adviser, nor had it been prepared by him. Subsequently the house where the mother and daughter resided was sold, and most of the chattels were taken to another residence and some of them to other houses belonging to the mother. Some of the chattels were from time to time disposed of by the mother. The daughter was subsequently placed under medical care, and ceased to reside with her mother, who in certain proceedings swore an affidavit as to the kindred and property of the daughter, but did not mention the chattels comprised in the deed of gift. On the death of the mother it transpired that the power of attorney was not sufficiently wide to authorise the execution of the deed. Her trustees applied to the court to have the ownership of the chattels determined. It was claimed on behalf of the daughter that there had been a redelivery of the document by the mother so as to make it a valid deed.

The Court of Appeal, affirming the decision of Mr. Justice Joyce, held that the mother had redelivered the document so as to make it a valid deed passing the property in the chattels to the daughter. This notional redelivery was held to have taken place at the interview in 1898, when, as the evidence shewed, the mother was put in full possession of the provisions of the deed. In the words of Lord Justice Buckley, 108 L.T. Rep. 549, (1913) 1 Ch., at p. 489, at that interview she had in substance said: "I acknowledge that as my deed; take it and keep it as such."

The case is a clear modern authority upon the question of redelivery of deeds and is peculiar in this, that heretofore the authorities on this question have dealt with deeds made for valuable consideration, whereas in this case the redelivered deed was a voluntary deed of gift.—*Law Times*.