of business or residence. It is clear that the condition is not that the demand shall be made of the maker personally, nor at any mere *locality*, but at that place where the additional fact appears, that it is the maker's place of business or his residence. Chitty on Bills, 412; Byles on Bills, 157. It has been held that a personal demand upon the acceptor of a bill at some other place is not sufficient. King *vs.* Holmes, 11 Penna. St. 465. The element of residence is so important, that if the maker of a note payable generally happen to be out of the country of his residence when the note is made, and return before it is due, the demand must still be made at his residence. Spies *vs.* Gilmore, 1 Coms. 321. So if the maker removes after the note is made to another place within the State, demand must be made at the new residence. Demand at the *residence* is then the substantial part of the condition. If the maker removes from his residence to another State or country between the time of making the note and the day it falls due, he *prevents* the holder from fulfilling the condition. There is no necessity to present the note at the *former* residence. This would be substituting a different condition; that of *locality* instead of *residence*. It is well settled that the holder need not follow the maker out of the State to his new residence.

The result is, that the condition is entirely waived.

T. W. D.

ABSTRACTS OF RECENT ENGLISH DECISIONS.

HOUSE OF LORDS.

Joint-Stock Company—Transfer of Shares—Forged Transfer—Liability of Company to re-transfer—Suit in Equity—Action at Law.—T. and B. were in partnership, and took shares in the Midland Railway Company, as partnership property. B. forged T.'s name to a deed of transfer of the shares, purporting to be from T. and B. to L. for a nominal consideration. The company acted on this deed, and entered the name of L. as proprietor, and paid the dividends to B. for L., but B. appropriated the same, T. having died before B. *Held*, the administrator of T. had a right of suit in equity against the company, to replace the stock, and pay over the dividends which had been fraudulently obtained by B.; and it made no difference that there was no person capable of bringing an action at law: *Midland Railway Company* vs. *Taylor*.[1]

Legacy—Vesting—Gift to a Class and Survivors—Meaning of word "Vest"—General Rules of Construction.—Where a testator gives a life-estate in his funds, and at the expiration thereof gives the principal to be

[1] 6 L. T., N. S. 73.

divided among several, and if any die then to the survivors, without specifying the time of survivorship, he is held to mean the contingency to extend over the whole period which elapses before the time of distribution or expiration of the life-estate, unless the context points out another time; in other words, the legacy does not vest till the death of the tenant for life: *Richardson* vs. *Robertson*.[1]

Therefore where A., by will, gave a life-estate to B., and at B.'s death to six persons equally, declaring that "if any die without issue before his share vests, the same shall belong equally to the survivors," there was nothing in the word "vest" to prevent the application of the above rule: *Id.*

The word "vest" means primâ facie, "come into possession," and not "accrue in point of interest:" *Id.*

Joint-Stock Company—Fraud—Misrepresentations by Secretary and Directors—How far Binding on Company.—A court of equity will not relieve on a general charge of fraud, but it must be alleged in what the fraud consists, and how it has been effected: *New Brunswick, &c., Railway Company* vs. *Conybeare*.[2]

If reports are made to the shareholders of a joint-stock company by the directors, and adopted at one of the meetings of the company, and afterwards industriously circulated, the representations in those reports become, after this adoption, those of the company, and therefore binding on the company. And if those reports so circulated, can be shown to be proximate and immediate cause of the shares being bought by individuals, the company cannot retain the benefit of the contract and keep the purchase-money which has been paid: *Id.*

If an incorporated company, acting by its agent, induces a person to enter into a contract for the benefit of the company, that company can no more repudiate the fraudulent agent than an individual could repudiate him, and the company are bound by the misrepresentations of their agent. But the principle cannot be carried so far that an action can be brought against the company on the ground of deceit, because the directors have done an act which might render them liable to such an action (per Lord Cranworth): *Id.*

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[1] 6 L. T., N. S. 75.

[2] 6 L. T., N. S. 109.

COURT OF APPEAL, CHANCERY.

Injunction—Mining Lease—Demise of License to make Roads, &c.—Covenant to yield up Roads, &c.—Execution-Creditor of Lessee—His Right to seize Iron Plates and Sleepers.—In a lease of mines the plaintiff demised to K. full and free liberty and license to make and use such roads and ways upon the premises as should be "necessary or expedient for carrying and conveying" the minerals, and for "the commodious carrying on of the business of an iron-master." There was then a covenant by the lessee, at the determination of the lease, to yield up such roads and ways in such good repair, &c., as that the works might be carried on by the lessor, his heirs and assigns.

Upon the works were two tram-roads, the plates of which were attached to iron and stone sleepers, fixed in the roadway. These tram-roads existed at the date of the lease, but they had since been much enlarged, and new tramplates had been, to a great extent, substituted. Upon a bill filed by the lessor to restrain an execution-creditor of the lessee from taking up and removing the iron railroads and tramplates, *Held*, that such movable chattels, as are referred to, were not included in the terms "works," or "ways," or "roads," and the injunction granted by Stuart, V. C., against the creditor, was dissolved: *Duke of Beaufort* vs. *Bates*.[1]

LORD CHANCELLOR.

Patent—Validity of Specification—Publication.—Although the construction of a specification belongs to the court, the explanation of technical terms of art, commercial phrases, and the proofs and results of the processes which are described in it, are matters of fact, upon which evidence may be given, contradictory testimony adduced, and therefore upon which it is the province of the jury to decide; but when those portions of a specification are made the subject of evidence and brought within the province of the jury, the direction to be given to the jury with regard to the construction of the rest of the specification, which is conceived in ordinary language, must be a direction given only conditionally; that is, a direction as to the meaning of the patent upon the hypothesis or basis of the jury arriving at a certain conclusion with regard to the meaning of the terms used, the signification of the phrases and the truth of the processes described in the specification: *Hills* vs. *Evans*.[2]

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[1] 6 L. T., N. S. 82.

[2] 6 L. T., N. S. 90.

Where there are two specifications of a patent to be compared, in order to arrive at a conclusion of fact, the right of drawing the inference of fact from the comparison belongs to the jury, and is a question of fact, and not a question of law. If something remains to be ascertained which is necessary for the useful application of the discovery, that affords sufficient room for another valid patent: *Id.*

To support an allegation of prior knowledge of an invention so as to avoid a patent, it must be knowledge equal to that required to be given by a patent, namely: such knowledge as will enable the public to perceive the very discovery, and to carry the invention into practical use: *Id.*

Will—Construction—Issue—Children.—A will made in 1794 contained the following gift over: "But if my said daughter, Grace, happen to die without issue, then and in such case, at the decease of my said daughter, I give and bequeath the said sum to my two daughters, S. and E., equally to be divided between them, share and share alike, if then living" (that is, living at the death of the testator's daughter, Grace); "but if either of my said daughters, S. and E., should be then dead, then I give and bequeath the share of my daughter so dying to her issue, equally to be divided among them, if more than one." *Held*, that the word "issue" did not confine the gift to the children of the testator's daughters, but that the remoter issue were also entitled: *Weldon* vs. *Hoyland*.[1]

ROLLS COURT.[2]

Landlord and Tenant—Agreement for a Lease—New House—Implied Contract—Complete State of Tenantable Repair.—The defendant having agreed with the plaintiff to take and execute a lease of a new house, with certain covenants to repair, &c., entered into possession of the house. Soon after serious defects appeared in the structure of it—the ceilings falling, and settlements taking place; besides which, the water and other pipes were not properly fitted or finished. The defendant quitted the house, having refused to execute the lease when tendered to him for that purpose, on the ground generally that the house was not in a complete tenantable condition when he entered it, and the expense he must incur if he executed the lease with the proposed covenants in it. The plaintiff accordingly filed the bill in this suit to enforce specific performance of the agreement

[1] 6 L. T., N. S. 96.

[2] 6 L. T., N. S. 98.