

tificate, endorsed by the alleged donor, a power was given to the donee to write over the name of the former a full assignment or power of attorney, which would have authorized the latter to cause a transfer to be made upon the books of the Bank. But this, the Court said, made no difference, because, assuming that the delivery and endorsement of the certificate gave the authority claimed, it never was executed, and as it appeared upon the face of the certificate that the stock was transferable at the Bank only, and that the endorsement, whether in blank or in full, did not and could not operate as a transfer, the gift was incomplete, both at law and in equity, for want of delivery. The stock, the subject of the supposed gift, could only be delivered by a transfer on the books, and that not having been done, though authority to do so may have been given to the alleged donee, the donor had not parted with the legal power and dominion over it, and as no valuable consideration passed, neither he, if living, nor his executor after his death, could be compelled to make the transfer.

That case, I apprehend, is entirely decisive of this, so far as the note of Mr. Rogers is concerned, which is claimed by Mrs. Hitch as a gift from her father, Solomon Betts. There is certainly no pretence for saying that there was an *actual delivery* of this note to Mrs. Hitch. The allegation of the bill is, that he (Solomon Betts), took the note of the said Lloyd N. Rogers for a piece of land sold by him to Rogers; that during his lifetime he regularly paid his said daughter, Sarah Hitch, the interest that accrued thereon from time to time; "that he gave her said note, but retained it in his possession as her agent to collect the interest thereon for her."

The note then never passed from the possession of Mr. Betts, nor can it be said, with any propriety, that he parted with his legal power and dominion over it, leaving nothing to be done by him or his executors to perfect the title of his daughter. A note like this, payable to order, could not pass by delivery merely, as would bank notes or promissory notes, payable to bearer, because, in the case of a note payable to