

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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LOAN—REDEMPTION OF LOAN BEFORE DUE—CONSENT OF LENDER TO PREMATURE REPAYMENT OF LOAN—MUNICIPAL CORPORATION—STATUTORY POWER TO REDEEM LOANS BEFORE DUE.

West Derby Union v. Metropolitan Life Assurance Society, (1897)

1 Ch. 335, was a case in which a municipal corporation claimed the right to pay off a loan before it was due, by virtue of certain statutory powers in that behalf. The statute in question expressly authorized the corporation to borrow money at a lower rate in order to pay off outstanding loans, but it contained a proviso that as to loans outstanding at the passing of the Act no such redemption should take place without the consent of the lender. The loan which the corporation claimed to redeem in the present case was contracted after the passing of the Act, and the simple question was whether the consent of the lender was necessary to its redemption before it was due. North, J., thought that the proviso in the Act, not extending to the loan in question, the corporation had the right to redeem without the lender's consent; the majority of the Court of Appeal (Lindley and Rigby, L.JJ.) were of opinion that inasmuch as the Act did not expressly empower the corporation to pay off loans which had not matured without the consent of the lenders, such a power could not be inferred, and therefore that it had no such right, and the decision of North, J., was therefore reversed. Smith, L.J., however, dissented, and was of opinion that the Act in question was obviously in aid of the ratepayers, and its purpose would be defeated, if the powers conferred were dependent on the consent of the lenders.

MINING LEASE—POWER TO DISTRAIN ON ADJOINING LANDS—BILLS OF SALE ACT, 1878 (41 & 42 VICT., C. 31)—COMPANY—WINDING-UP—RESTRAINING DISTRESS—DEBENTURE-HOLDERS—FLOATING SECURITY—RECEIVER.

In re Roundwood Colliery Co., (1897) 1 Ch. 373, a company were lessees from separate lessors, at certain rents, of two adjoining coal mines, A and B. In each of the leases the lessor reserved power to distrain for rent in arrear not only upon