

of life assurance to secure the amount from time to time owing on the customer's current account. The mortgage provided that the statutory power of sale should be exercisable if (among other events) default should be made in payment of the balance due, within one calendar month after the account had been closed. On 19 November the customer notified the bank of a meeting of his creditors and that a trustee for creditors had been appointed. On 18 December following the bank sold the policy under the power of sale. Kekewich, J., held that the letter of 19 November was a closing of the account and that the sale was valid.

COMPANY - CONTRACT WITH PROMOTER—AGREEMENT TO ASSIGN CONTRACT BY PROMOTER OF A COMPANY TO THE COMPANY - CONTRACT - PRIVITY.

In *Bagot Pneumatic Tyre Co. v. Clipper Pneumatic Co.* (1901) 1 Ch. 196, the plaintiffs were owners of a patented invention and entered into a contract with one Phelps who was promoting the defendant company, whereby the plaintiff company agreed to give Phelps in consideration of an annual payment to be made by the defendant company when formed, the right to use the invention. This contract Phelps agreed to sell to a trustee for the intended company which was subsequently formed as the defendant company, and the defendant company, when formed, by an instrument under their seal adopted the agreement made by plaintiffs with Phelps and thereafter acted under it, under the belief that the defendant company was bound to the plaintiff company to perform the obligations. The license however was never actually assigned by Phelps to the defendant company. The present action was brought to restrain an alleged breach of the contract by the defendant company and it was held by Kekewich, J., that it would not lie against the defendant company as there was no privity of contract between them and the plaintiff company, following *In re Northumberland and Avenue Hotel Co.* (1886) 33 Ch. D. 16 (noted ante vol. 22, p. 378.)

NUISANCE—NOXIOUS TRADE—INJUNCTION.

Attorney-General v. Cole (1901) 1 Ch. 205 was an action to restrain defendant from carrying on a noxious trade which was a nuisance to the public. The defendant's business was that of a fat melter and had been carried on by him for thirty years, but the neighborhood which was formerly open fields had been built over