

by the Government in respect of the commutation of part of his retired pay. It was held by Lord Coleridge, C.J., and Hawkins, J., that the creditor was entitled to the appointment of a receiver in respect of the commutation money, but not in respect of the retired pay; and the decision was affirmed by the Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) as regards the retired pay; no question being raised on the appeal as to the other money.

MANDAMUS—PREROGATIVE WRIT—RAILWAY COMPANY TRANSFER OF SHARES—REFUSAL TO REGISTER—REMEDY BY ACTION.

*The Queen v. Lambourn Valley Ry. Co.*, 22 Q.B.D. 463, was an application for a prerogative writ of mandamus, on behalf of a shareholder of the defendant railway company, to compel the company to register a transfer of shares which the applicant had made to an insolvent person, in order to avoid liability for future calls. The company refused to register the transfer. A rule *nisi* having been granted, it was, after argument, discharged by Pollock, B. and Manisty, J., on the ground that the prosecutor had another specific and sufficient remedy, viz.: by action of mandamus, and, therefore, the prerogative writ ought not to issue.

BUILDING SOCIETY—SUBSCRIPTION SHARES—WITHDRAWAL—WINDING UP—CONTRIBUTORY.

*In re the Sheffield and South Yorkshire Building Society*, 22 Q.B.D. 470, a Divisional Court (Cave and Charles, JJ.) decided a question affecting the liability of shareholders in Building Societies, which it may be useful to notice. By the Building Societies' Act, 1874 (37, 38 Vict. c. 42), s. 14, the liability of any member of any society under the Act in respect of any shares upon which no advance has been made is limited to the amount actually paid, or in arrear, on such shares. By s. 16, the rules of every Building Society are to set forth the terms upon which shares may be withdrawn. Members of a Building Society incorporated under the Act, who had investing shares payable by monthly subscriptions, and upon which no advance had been made, gave due notice of withdrawal and received the estimated amount of their shares under the rules of the Society before the shares were fully paid up or matured. Within a year afterwards the Society was ordered to be wound up, and the Judge of the County Court, on the application of the creditors, made an order declaring that the holders of such shares not matured at the commencement of the winding up, notwithstanding withdrawal, were liable to contribute to the assets of the Society to the extent to which their shares should be deemed to be in arrear at the commencement of the winding up; and that the extent to which such shares should be deemed to be in arrear was the amount of subscription which became payable prior to the winding up, with interest and fines. But it was held that this order was wrong, and that on the withdrawal of the shares pursuant to the rules of the Society, the holders thereof ceased to be members of the Society, and no amount was in arrear, and that they were not liable at law, or in equity, to contribute to its debts within the meaning of s. 200 of the Company's Act.

INSURANCE, MARINE—WARRANTY—"IRON," "STEEL."

*In Hart v. the Standard Marine Insurance Co.*, 22 Q.B.D. 499, the Court of Appeal (Lord Esher M.R., Bowen and Fry, L.JJ.), affirming the decision of