

distrainted, entered the premises and removed the goods. A judge of a County Court found that the man who had been left in possession, having left without any reasonable necessity, had abandoned possession, but, as he intended to return, he might be considered still in constructive possession; he, however, held that actual possession was necessary to preserve the plaintiff's right to the goods, and therefore dismissed the action. A Divisional Court (Lawrance and Channell, JJ.) reversed this decision, being of opinion that the goods were in *custodia legis*: and there being no intention on the part of the landlord to abandon the distress, it was not necessary that the man should continue in actual and visible possession.

LANDLORD AND TENANT—COVENANT TO PAY CHARGES.

Wix v. Rutson (1899) 1 Q.B. 474 is a hard case. The action was brought on a covenant contained in a lease, whereby the lessee covenanted to pay all charges, duties and assessments charged, assessed or imposed upon the premises, or upon the landlord in respect thereof. The lease was terminated by six months' notice; before the notice expired the landlord was served with notice by the municipal authority of an apportionment of the expenses of paving a new street, which, by the terms of a statute, thereupon became a charge on the demised premises. The lease had been terminated before any of the paving was done in respect of which the charge was made; but it was nevertheless held by Bruce, J., that the defendant was, under his covenant, liable for the amount of the charge.

**COMPANY—MONEY PAID ULTRA VIRES BY DIRECTORS TO SHAREHOLDERS—
DIRECTORS' LIABILITY TO REPLACE MONEY PAID ULTRA VIRES—INDEMNITY.**

Merham v. Grant (1899) 1 Q.B. 480 was an action brought by the directors of a company against one of the shareholders to whom money had been paid by the plaintiffs ultra vires. The payment had been made under the following circumstances: The plaintiffs, directors of a limited company which had not obtained the sanction of the court to a reduction of its capital, distributed a portion of its capital among the shareholders, of whom the defendant was one, with their assent, and with notice that the money so paid was part of the capital. On the subsequent winding-up of the company, the plaintiff had been ordered to