

have been unable to agree with the decision of Warrington, J., (1907) 1 Ch. 686 (noted ant., vol. 43, p. 522). The facts were that persons entitled to the proceeds of land vested in trustees mortgaged their interest to the Union Deposit Bank and subsequently to other persons. The land was sold by the trustees and the proceeds were paid by them into Court in 1896. No payment had since been made or acknowledgment given by the mortgagors to the bank, and the mortgagors now applied for payment out of Court, contending that the claim of the bank both on the land and under the covenant in their mortgage was barred by the Statute of Limitations. Warrington, J., although admitting this, held that the statutes had not the effect of barring the claim of the mortgagees as to the moneys in Court, but there was one point which he neglected to take into consideration, viz., that the mortgagees had previously applied for payment out of Court of the amount of their claim which application had been dismissed, and no appeal was brought from that dismissal, the Court of Appeal therefore held the case was res judicata and the claim of the bank failed on that ground. The Court of Appeal, moreover, do not seem to think there was any legal foundation for the ground on which Warrington, J., proceeded.

FERRY—BRIDGE—TRAFFIC DIVERTED—DISTURBANCE OF FERRY.

*Dibden v. Skirrow* (1908) 1 Ch. 41 is authority for the proposition that the erection of a bridge over a river over which a person has the franchise of a ferry, is not a disturbance of the ferry; the franchise of a ferry not conferring an exclusive right to carry by any means whatever, but only the exclusive right to carry by means of a ferry. So *Neville, J.*, held and the Court of Appeal (*Cozens-Hardy, M.R.* and *Moulton and Farwell, L.JJ.*) affirmed his decision.

DISTRESS—GOODS OF UNDER-LESSEE—DISTRESS FOR RENT DUE FROM HEAD-LESSEE—EXEMPTIONS FROM DISTRESS—PROPRIETARY CLUB—PICTURES ON DEMISED PREMISES FOR EXHIBITION OR SALE—PRIVILEGE FROM DISTRESS.

In *Challoner v. Robinson* (1908) 1 Ch. 49 the plaintiff was proprietor of the United Arts Club and was tenant from year of the club premises as under-lessee. He undertook all the liabilities of the club and received all the profits. One of the