

enable them to say whether or not the fund in question had been paid to the bankers at a period of twenty years prior to his death, and that inquiry as to transactions of so remote a date was no part of their duty.

COMPANY—DEBENTURE—FLOATING SECURITY—GARNISHEE ORDER.

*Robson v. Smith*, (1895) 2 Ch. 118; 13 R. July 127, was an action by the debenture-holder of a company whose debenture was a floating security upon the real and personal property, both present and future, of the company, but so that the company should not be at liberty to create any mortgage or charge upon such property in priority to the debenture, to compel a debtor to the company, who had paid over the debt due to him under a garnishee order obtained by another creditor of the company, to refund the amount so paid, on the ground that the debenture operated as an equitable assignment of the debt to the debenture-holder, of which notice had been given to the garnishee after the order to pay over, but before payment. Romer, J., dismissed the action, holding that the debenture-holder, so long as his debenture remained a "floating security," could not single out any particular debt and claim a specific charge upon it; and that a garnishee order was not a "charge" created by the company, but was in the nature of execution.

LIBEL—SLANDER OF GOODS—DISPARAGEMENT WITHOUT SPECIAL DAMAGE—INJUNCTION.

In *White v. Mellin*, (1895) A.C. 154; 11 R. April 1, the House of Lords has not been able to agree with the judgment of the Court of Appeal, (1894) 3 Ch. 276 (noted *ante* p. 80). Even assuming the law to be as laid down by the Court of Appeal, their lordships (Lord Herschell, L.C., and Lords Watson, Macnaghten, Morris, Shand, and Ashbourne) were of opinion that the plaintiff had not made out a case on the facts, but Lord Herschell doubts very strongly whether statements of a trader disparaging the goods of a rival, made without any malice, even though false and resulting in damage, would be actionable. In the present case they came to the conclusion that the evidence failed to establish either that the statements complained of were untrue, or that any damage resulted therefrom; and, though the plaintiff was claiming an injunction, their lordships were agreed