

June, came out boldly with no uncertain sound, and, so far as one denomination could do so, spoke to all and sundry by passing the resolutions which we give below. They are the standing canons of that communion, and may be suitably read in this connection:—1. That the Reformed Episcopal Church recognizes adultery as the only scriptural ground for divorce. 2. That this Church forbids its ministers to perform the marriage ceremony for any divorced party, unless the person from whom that party is divorced has been guilty of, or is living in, adultery. 3. That nothing in these resolutions forbids the re-marriage of former husband and wife.

COMMENTS ON CURRENT ENGLISH DECISIONS.

The first instalment of the *Law Reports* for December comprise 19 Q. B. D. pp. 565-683; 12 P. D. pp. 193-207; 36 Chy. D. pp. 261-700; and 12 App. Cas. pp. 471-651. Owing to the large number of cases included in these numbers our notes of them must be necessarily very brief.

COMPANY—DEBENTURES—MORTGAGE OF COMPANY'S ASSETS—BILL OF SALE—REGISTRATION—EXECUTION CREDITOR.

Commencing with the cases in the Queen's Bench Division *Jenkinson v. Brandley Mining Co.*, 19 Q. B. D. 568, is to be noted. In this case debentures were issued by a limited company in the form of bonds whereby the Company covenanted to pay the bearer the principal and interest, and each bond contained a clause stating that its payment was secured by an indenture of mortgage made in favour of certain trustees. The mortgage deed was not identified in the debentures by its date or by any further particulars of its contents; and the debentures themselves did not purport to pass any property of the Company to the holder. The mortgage deed itself which bore even date with the debentures was an ordinary mortgage deed purporting to convey all the land, plant, fixtures, etc., of the Company to the mortgagees; it contained no trust for the benefit of the debenture holders. It was not registered as a bill of sale. Goods and chattels of the Company having been seized under execution, a claim was made to them by a debenture holder, and it was held by Grave and Huddleston, JJ., that the mortgage was void for want of registration under the Bills of Sales Act, and that the debentures created no charge enforceable by the claimant against a *bona fide* execution creditor.

NEGLIGENCE—EMPLOYERS' LIABILITY ACT, 1880, s. 1, ss. 2 (49 VICT. C. 28, s. 3, ss. 2-3, O.) —NEGLIGENCE OF FELLOW-WORKMAN.

Kellard v. Brooke, 19 Q. B. D. 585, is an action under the Employers' Liability Act, from which our Provincial Statute, 49 Vict. c. 28, is adapted. The plaintiff and other workmen were employed by the defendant to stow bales of wool in the hold of a ship. The workmen were divided into gangs, the foreman of the plaintiff's gang being B. The bales were hauled to the hatchway and dropped down to the workmen below. B., who worked on deck, giving a signal