

which they were in fact intended, and not as additions to the mayor's salary, and on that footing he determined that the payment of interest on the £10,000 to the college was invalid, but that the appropriation for celebrating the royal wedding was valid. He deprecates the idea of corporations attempting to do by subterfuge what they cannot legally do directly.

COMPANY—WINDING UP—ABUSE OF PROCESS OF COURT—INJUNCTION.

In re A Company, (1894) 2 Ch. 349, Williams, J., holds that where a petition is presented ostensibly to wind up a company, but in reality for another purpose, such as putting pressure on the company, the court will, on the application of the company, restrain the applicant from prosecuting the petition by advertising it, and stay all proceedings upon it. In this case, on the facts disclosed in the petition, the petitioner appeared to have no *locus standi* to present the petition.

CARRIER—CONTRACT TO CARRY PASSENGER—TICKET—CONDITIONS ON TICKET—EVIDENCE.

Richardson v. Rowntree, (1894) A.C. 217; 6 R. Apl. 1, is one of that class of cases which appear to us rather hard to reconcile with common sense. The action was brought by a passenger against a steamship company to recover damages for personal injury received whilst travelling in one of the defendants' ships. The plaintiff purchased a ticket for a steerage passage, and on the ticket were the words: "It is mutually agreed, for the consideration aforesaid, that this ticket is issued and accepted upon the following conditions," one of the conditions being that the company was not to be liable for injuries to person or property of the passenger beyond \$100. The jury found that the plaintiff knew there was writing or printing on the ticket, but that she did not know what it was, and that the defendants did not do what was reasonably sufficient to give her notice of the conditions, and they found a verdict for the plaintiff for £100. The House of Lords affirmed the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.), that there was evidence to warrant the finding of the jury, and that on the finding the plaintiff was entitled to judgment. Having regard to the nature of the contract, and the way, in the ordinary course of business, it is entered into, it seems to us to be imposing a most unreasonable