

enforcing payment of their debentures, had procured the appointment of a receiver of all the company's assets, and the question raised in the present application was, whether certain English creditors of the defendant company who had taken proceedings in France to attach the debt due by the French firm, were thereby guilty of contempt of court, on the ground of such proceedings being an interference with the receiver. Cosens-Hardy, J., was of opinion that the English creditors were not guilty of any interference with the receiver, on the ground that, although the plaintiff's charge on the French debt was valid according to English law, yet the appointment of a receiver by an English court for enforcing such charge required, so far as the French debt was concerned (which must be treated as situate in France and subject to French law), to be supplemented by proceedings in a French court in order to put the receiver in possession, and until that was done, and the receiver had acquired a right to the debt under French law, it was open to any creditor of the company, not a party to the suit in which the receiver is appointed, to take any proceedings allowed by French law to attach such debt, and he therefore held that the attachment of the debt in the French court, which alone was recognized by the law of France as giving a legal title to such debt, must prevail over the title of the debenture holders.

LEASE, AGREEMENT FOR—LESSEE NOT NAMED—STATUTE OF FRAUDS—MEMORIAL IN WRITING, SUFFICIENCY OF.

Carr v. Lynch (1900) 1 Ch. 613, was an action for specific performance of an agreement for a lease, in which the sole question was whether the intended lessee was sufficiently defined in the agreement. One Jayne was the assignee of a subsisting lease of the premises, and on 30th December 1898, he paid the defendant, the lessor, £50, and took from him a memorandum dated on that day, which so far as is material to the case was as follows: "Dear Sir,—In consideration of you having this day paid me the sum of £50 I hereby agree . . . to grant you . . . a further lease of 24 years . . . of the Warden Arms . . . to run immediately after the expiration of . . . the now existing lease . . ." The name of the intended lessee not being stated in the memorandum. Farwell, J., held that the proposed lessee was sufficiently identified as being the person who had paid the £50—and that the memorandum satisfied the statute, and he gave judgment for the plaintiff, the assignee of Jayne, with costs.