

defendants' agent there, that they should be forwarded by the Grand Trunk Railway and the Chicago & Northwestern Railway, to the defendants' care in St. Paul. The order to this effect having been forwarded by Blackwood to Belcher, the defendants' agent in Toronto, was by him forwarded to the plaintiffs with a request that they would ship the goods, marked in the prescribed manner, and the plaintiffs did as directed.

*Held*, that the defendants must be taken to have received the goods by their agents the Grand Trunk Railway Company upon a contract to carry them and deliver them safely to the order of the consignee at Victoria, B.C. This contract was broken by their delivering the goods to a person other than the consignee; and the plaintiffs, having thus lost the value of the goods, were entitled to recover.—*Grant v. Northern Pacific R. Co.*, Chancery Division, Nov. 16, 1892.

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#### GENERAL NOTES.

**PUBLICANS' PARLOURS AND MUSIC.**—The question was raised at Accrington as to the right of a publican to permit singing on his premises without having a music license. The justices thought that if a landlord permitted pianoforte playing and singing as an additional attraction, although he did not pay for the latter, he ought to take out a license. The justices considered that the case came within a recent Act, and, this being a test case, they inflicted a nominal penalty of 5s. and costs. Notice of appeal was given.

**JUDGE ADVOCATE-GENERAL.**—The office of Judge Advocate-General has, pending future arrangements, been offered to and accepted by Sir Francis H. Jeune, President of the Probate, Divorce, and Admiralty Division. The office was some years ago held, for a period, by Sir Robert Phillimore, when judge of the Court of Admiralty. The duties connected with the office are wholly unpolitical, and it is at present without a salary.

**SECURITY OF DEBENTURE-HOLDERS.**—The decision of Mr. Justice Stirling in *Follit v. The Eddystone Granite Quarries (Lim.)*, 61 Law J. Rep. Chanc. 567, is of considerable interest to debenture-holders. The conditions under which the debentures in that case were issued constituted them a first charge on the company's property, but gave certain powers to the debenture-holders in general meeting, at which a majority could bind a dissentient minority, including a power 'to sanction any modification or compromise of the rights of the debenture-holders against the company or its property.' The company afterwards obtained a loan to answer pressing demands, for securing payment of which as a first charge on the company's property they obtained the consent of the necessary majority of the debenture-holders to