

that there was no liability because by the terms of the lease the plaintiffs were debarred from making any claim against their lessors for any compensation for injuries caused by or arising out of the execution of the repairs, and because the corporation was not liable the defendant as the servant or agent of the corporation was not liable either—his duty to exercise care arising out of his contract with the corporation, to which the plaintiffs were not parties. It was also contended that the defendant's negligence did not render the plaintiffs liable to compensate their passengers, which liability, if any, must arise from the plaintiffs' own negligence. Lawrence J., who tried the action, however, held that the plaintiffs were entitled to succeed, because, as to them, the defendant, apart from his contract with the lessors, was in the position of a trespasser and had no right to be on their property at all, and to justify his being there at all he had to rely on his contract with the lessors, and that contract he had not carried out. As regards the question of the plaintiffs' liability to the injured passengers, the learned judge in effect held that the plaintiffs' liability arose because of the defendants' negligence, because the plaintiffs owed a duty to passengers to run the tramcars in safety, which duty they had failed in by reason of the defendant's negligence, to whom had been delegated the task of executing the necessary repairs.

COMPANY--DEBENTURE--FLOATING SECURITY--GARNISHEE ORDER.

*Evans v. Rival Granite Quarries* (1910) 2 K.B. 979. This was a contest between a debenture holder whose debenture constituted a floating charge on all the assets of a company, and an attaching creditor who had garnished the balance standing to the credit of the company at its bankers. Prior to the attaching order the debenture holder whose debenture was in arrear had demanded payment thereof by the company, but had taken no further step to enforce his security. After the attaching order he gave notice to the bank that he contested the attaching creditor's right and required the bank to pay the balance to him. The County Court judge made an order to pay over to the attaching creditor, but a Divisional Court (Phillimore and Bucknill, JJ.) set aside the order, but the Court of Appeal (Williams, Moulton and Buckley, L.JJ.) reversed their decision, and held that a floating charge, such as was in question here, can only be effectively brought into operation by the appointment of a receiver, it does not enable the holder to claim payment of some particular asset. Here, until the holder had exercised his right