

against Soltau, but without prejudice to the plaintiff's claim against Reed. The defendant Reed contended that this amounted to an election on the part of the plaintiff to waive the tort and adopt the sale, and was a bar to the present action. The jury found as a fact that the defendant Reed knew that Soltau was dealing with the sawdust in an improper manner, and Lawrance, J., who tried the action, gave judgment for the plaintiff for the damages he had sustained over and above the amount received from Soltau, and this judgment was affirmed by the Court of Appeal (Lord Russell, C.J., and Smith, and Williams, L.J.J.), that Court holding that although if the plaintiff had taken judgment in his action against Soltan upon the claim for money had and received, that would have been a conclusive election on his part to waive the tort, yet that the compromise which had been made had not that effect, and that the plaintiff's express reservation of his rights against Reed was effectual.

RAILWAY—SPEED OF TRAINS—BREACH BY COMPANY OF STATUTORY PROVISION
—INFORMATION—INJUNCTION—EVIDENCE OF INJURY TO PUBLIC.

Attorney-General v. London & North Western Ry. Co. (1900) 1 Q.B. 78, was an action in the nature of an information against the defendant company, for an injunction restraining them from committing a breach of a statutory provision regulating the speed at which they should run their trains over a level crossing. The injunction was granted by Bruce, J., and the only point argued on the appeal from his decision, was that the Court had a discretion to grant or refuse the injunction, and that as there was no evidence of any injury having been occasioned to the public by the defendants' breach of the statutory provision in question, the injunction ought not to have been granted. The Court of Appeal (Smith, Collins and Williams, L.J.J.), however, was of opinion that, when an information is filed by the Attorney-General to enforce the express provisions of an Act of Parliament made in the interests of the public, the Court cannot go into the question whether the breach of such provisions is or is not, an injury to the public, and is bound to grant the injunction, and the judgment of Bruce, J., was unanimously affirmed.

COMPANY—MONEY PAID ULTRA VIRES BY DIRECTORS TO SHAREHOLDERS—
LIABILITY OF DIRECTORS TO REPLACE MONEY PAID ULTRA VIRES—INDEMNITY.

In *Moxham v. Grant* (1900) 1 Q.B. 88, the Court of Appeal