

railway company, being liable on debentures issued by it under its statutory powers, was permitted by its bankers to overdraw its account to a large amount for the purpose of paying interest on the debentures. The bank had no knowledge, when allowing the overdraft, that, as the fact was, proceedings were pending at the suit of creditors of the company. In these proceedings judgment was recovered for a large sum, and a receiver was appointed. The present proceedings were instituted by the bank claiming to be subrogated to the rights of the debenture holders in respect of the interest on the debentures paid out of the overdraft. Romer, J., characterized it as "an extraordinary application," and held that under the circumstances the bank was not entitled to be subrogated to the rights of the debenture holders in respect of the interest so paid out of the overdraft. His decision has since been affirmed by the Court of Appeal.

RENT—RESERVED FOR USE OF WAY—REVERSIONER—PERSONAL REPRESENTATIVE.

In *Hastings v. North Eastern Ry.* (1898) 2 Ch. 674, the plaintiff claimed as owner of the reversion to recover certain rents payable under a lease for 1000 years of a right of way granted by the plaintiff's predecessor in title to the defendant company. The rent was to be calculated on the quantity of coal carried, not only over the land devised, but over any part of the defendants' railway. The defendants contended that the right to recover this rent passed to the lessor's personal representative, but Byrne, J., held that the plaintiff as owner of the reversion in the demised premises was entitled to recover, notwithstanding that some of the rent reserved was payable in respect of coal not carried over any part of the demised premises.

CONDITIONAL PAYMENT—ASSIGNMENT OF DEBTS AND SECURITIES THEREFOR—EFFECT OF GIVING NEGOTIABLE INSTRUMENT FOR DEBT.

Hadley v. Hadley (1898) 2 Ch. 680, is a somewhat curious case. The action was brought to recover damages in respect of the sale of certain debts alleged to be sold to the plaintiff, which the defendant had subsequently collected. The agreement of sale included "all book and other debts due to the vendor . . . and the full benefit of all securities for such debts." The fact was, at the time of this agreement the defendant had in his possession cheques and bills of exchange which had been received by him