L.C., and Watson, Herschell, Morris and Davey) have unanimously reversed, their lordships holding that the case was governed by *Cox* v. *Hickman*, 8 H. L. C. 268, and that until the making of the winding up order the receiver was clearly the agent of the company only, and although after the making of the winding up order the receiver ceased to be agent of the company, he did not thereby impliedly become the agent of the trustees by whom he was originally appointed. Lord Herschell in discussing the question as to who in fact became liable for goods ordered by the receiver after the winding up order, seems to come to the conclusion that it does not follow necessarily that anyone became liable on the contract, but that the receiver might possibly incur liability for breach of an implied warranty that he had authority to contract as agent.

DAMAGE—TRUSTEES—INJURY TO TRUST PROPERTY.

Owners of Steam Sand Pump Dredger v. *Greta* (1897) A. C. 596, is a decision of the House of Lords on a point which, but for a contrary judgment of the Court of Appeal, one would hardly have thought to be debatable. The action was brought by harbour trustees to recover damages occasioned to their steam pump dredger by the defendant's ship colliding therewith. The Court of Appeal held that because the plaintiffs were a public body and not entitled to make any profit out of the dredger, they could not therefore recover damages for the time they were deprived of the use of it while undergoing repairs consequent on the collision, their Lordships (Lords Halsbury, L.C., Watson, Herschell, Macnaghten and Shand) were of opinion that the plaintiffs were entitled to recover damages for the loss of the use of the dredger, but Lord Morris dissented, and agreed with the Court of Appeal.

STATUTORY RIGHT OF ACTION—JURISDICTION OF HIGH COURT - DECLARATORY JUDGMENT.

In *Barraclough* v. *Brown* (1897) A. C. 615, the House of Lords has determined that where a statute gives a right of recovery in a court of summary jurisdiction against a person