COLLISION—BARGE SUNK WHILE MOORED AT DOCK—NEGLIGENCE—CONTRIBUTORY NEGLIGENCE.

The Hornet (1892), P. 361, was an admiralty case arising out of a collision. The plaintiff's barge, while moored at a dock, was run into by the defendants' tug the *Hornet*, and sunk. The defendants contended that the plaintiffs were guilty of contributory negligence in not having a man on board the barge at the time of the collision; but Jeune, P., and Barnes, J., upheld the judgment of the City of London Court in favour of the plaintiffs, on the ground that the absence of a man on the barge had nothing to do with the collision, and it would have been impracticable to have beached the barge afterwards.

WILL—EXECUTION OF WILL—"FOOT OR END"—15 & 16 VICT., C. 24, S. 1 (R.S.O., C. 109, S. 12).

In re Fuller (1892), P. 377, a will, of which the whole disposing part was written on the first side of a sheet of foolscap paper, and of which the second and third sides were left blank, and the attestation clause with the signatures of the testator and witnesses were on the fourth page, and the question was whether it was duly executed. Jeune, P., P.D., held that it was.

COMPANY—MISREPRESENTATION IN PROSPECTUS ISSUED BY PROMOTERS—APPLICATION FOR SHARES BEFORE FORMATION OF COMPANY—RETURN OF ALLOTMENT MONEY—INTEREST.

In re Metropolitan Coal Consumers' Association (1892), 3 Ch. 1, is a case of a novel character, and which, as Lindley, L.J., observed, presented a good deal of difficulty. It was an application by Karberg, a shareholder, to be removed from the list of contributories on the ground that he had been induced to subscribe for the shares on the faith of a misrepresentation contained in a prospectus. The prospectus in question had been signed by the promoters of the company prior to its formation, and stated that the company was to be incorporated under The Companies Act, and an extract was given from the proposed articles of association to the effect that there would be a council of administration of members of the company, and a list of members of the company was given containing the names of Lord Brabourne and Admiral Mayne. The former of these gentlemen had, in fact, signed a printed form expressing his willingness to become a member of the council of administration of the intended company, and Admiral Mayne had written to the promoters promising to help the company. On the 31st January, three days after Karberg's application was received, the company was registered, and on the 2nd February the directors allotted the shares in question to Karberg. Neither Admiral Mayne nor Lord Brabourne became members of the company. The Admiral refused to take shares on the 21st January, and Lord Brabourne also refused on the 16th February, and they both declined to become members of the council. On the 11th of February Karberg paid the allotment, and on the 26th June following he discovered that Lord Brabourne and Admiral Mayne had refused to become members, and the present application then commenced. Kekewich, J., dismissed it on the ground that, even if the representation were untrue, the company was not bound by the statements in the prospectus of the promoters, issued before the company had acquired any legal existence. But the Court of Appeal (Lindley, Bowen, and Kay, L.JJ.) thought