

has been made, the company in liquidation retains its corporate powers, including the power to sue, although such powers must be exercised through the liquidators under the authority of the court, and that suits brought by the liquidator should be brought in the name of the company, or in his own name, according to the nature of the action. Where he acts as representative of contributors or creditors, he should sue in his own name; and where he is seeking to recover the debts or property of the company, he should sue in the company's name. In this case the liquidators had sued in their own name to recover a debt due by the company. No objection was taken by the pleadings to the constitution of the action, and it was not till after the trial that the objection was raised, when the Court below gave effect to the objection, and dismissed the action. The Judicial Committee however, though conceding the action was improperly constituted, nevertheless, held the defect to be a mere matter of procedure and therefore amendable, and the appeal was allowed, and leave to amend given, and the action remitted to the Court below.

EXECUTION—SEIZURE OF GOODS NOT THE PROPERTY OF THE EXECUTION DEBTOR—NO CLAIM MADE BY OWNER—SALE—TITLE OF PURCHASER UNDER EXECUTION.

Crane v. Crompton (1903) 2 K.B. 37, although a decision under the English County Courts Act is nevertheless one, we apprehend, that applies to all sales under execution. Under an execution issued from the County Court the bailiff seized and sold property which was not the property of the debtor, no claim was made by the true owners, who were unaware of the seizure. The true owners brought the present action to recover the property from the purchaser at the bailiff's sale, and it was held both by the County Court, and the Divisional Court (Lord Alverstone, C.J., and Wills and Channell, J.J.) that the plaintiffs were entitled to succeed.

RAILWAY—PASSENGER—PASSENGER CONTINUING ON TRAIN AFTER GIVING UP TICKET AT STATION FOR WHICH IT WAS AVAILABLE—QUANTUM MERUIT.

In *London & North Western Ry. Co. v. Hinchcliffe* (1903) 2 K.B. 32, the plaintiff company sued for a railway fare under the following circumstances: The defendant purchased a ticket from Huddersfield to Staleybridge. The fare for that journey was 1s. 6d. He gave up his ticket on arriving at Staleybridge, but