

The second point was whether a person having only an *interesse termini* could maintain an action for breach of a covenant for quiet enjoyment, and Chitty, J., held that he could not, and that his remedy is by action against his lessor for not putting him in possession. He also held that a person having only an *interesse termini* cannot bring an action of trespass in respect of the demised premises.

COMPANY—DEBENTURE-HOLDERS—ADMINISTRATION OF DEBENTURE TRUSTS.

Collingham v. Sloper, (1893) 2 Ch. 96, was a suit for the administration of the unspent portion of the proceeds of the bonds of a foreign railway company in the hands of English trustees. The bonds were a charge on the railway. Owing to litigation and consequent delay in realizing the bonds, it had become impossible with the present and prospective resources of the company to carry out the undertaking. A substantial minority of the bond-holders claimed that the funds in question should, under the circumstances, be repaid to the bond-holders *pro rata*. And North, J., held that they were entitled to this, subject to the funds being first applied in saving and realizing the property charged.

Notes and Selections.

WE are aware that "accidents will happen in the best regulated of families," and so we presume it was an accident that caused *The Central Law Journal* to copy something from our pages without acknowledgment. Perhaps we may have unwittingly transgressed ourselves, and so are glad to forgive our excellent contemporary.

CROWNER'S QUEST.—The English *Law Journal*, in referring to amusing verdicts of juries, remarks upon the beautiful confusion of thought represented by the verdict of a coroner's jury at Driffeld. It appears that the deceased died in a workhouse from pneumonia, but before his death he stated that he had been roughly handled by the union laborers at Hull. The jury came to the conclusion that he died from pneumonia, but "that his death was accelerated by the rough treatment he was alleged to have received at Hull."