

chinery therein were at the time of the shipment fit to carry the frozen meat to Europe. The defendants took issue on this question of law, and an order was made before the trial of the issues of fact, for determining it. Mathew, J., held that there was an implied contract to the effect claimed by the plaintiffs, and the Court of Appeal (Lord Esher, M.R., Kay and Smith, L.JJ.,) agreed with him.

COMPANY—SHARES, ISSUE OF—ULTRA VIRES—COMMISSION TO STOCK-BROKERS.

*Metropolitan Coal Association v. Scrimgeour*, (1895) 2 Q.B. 604; 14 R., Nov. 239 was an action brought by the liquidator of the plaintiff company against the defendants, who were stock-brokers, claiming a return of a sum of £21 10s., paid to them by the directors of the company for a commission in placing the shares. The plaintiff contended that the payment was made ultra vires and without consideration: the Mayor's Court dismissed the action, and its judgment was affirmed by the Court of Appeal (Lindley, Lopes, and Rigby, L.JJ.). It was argued for the plaintiff that this was virtually issuing the shares at a discount, which was illegal, but the Court of Appeal scouted that idea, and were unanimous that the payment of a reasonably fair commission to brokers, for obtaining purchasers for the shares of the company, was a legitimate expense, properly payable by the company. *In re Faure*, 40 Ch.D. 141, was distinguished from the present case on the ground that there the payments were not reasonable or bona fide.

LANDLORD AND TENANT—SUB-LEASE IMPLIED COVENANT FOR QUIET ENJOYMENT—DURATION OF COVENANT.

*Baynes v. Lloyd*, (1895) 2 Q.B. 610; 14 R., Nov. 188, was an appeal from the decision of Lord Russell, C.J., (1895) 1 Q.B. 820 (noted *ante* vol. 31, p. 406), which the Court of Appeal (Lord Esher, M.R., and Kay and Smith, L.JJ.,) have affirmed. The case, it may be remembered, turned on the effect of a sub-lease made, under a bona fide mistake by lessors, for a term of years extending beyond that to which they themselves were entitled. The sub-lease did not contain the word "demise," nor any express covenant for quiet enjoyment. At the expiration of the lessor's lease, their sub-lessees were ejected by the