

that would be sufficient to pass the property even though the payment were not actually made until after the voyage had commenced and in such cases the goods were not liable to condemnation. It was also claimed on behalf of the Crown that under Art. 12 of the Declaration of Paris enemy goods carried under a neutral flag were liable to condemnation even if they were not contraband; but the learned President was of the opinion that under that article the goods of an enemy were protected from seizure when carried in a neutral vessel provided they have not an enemy destination. He also held that where a cargo has been seized and sold before condemnation, and the proceeds are subsequently released to the claimants thereof, the Crown is not as a rule liable to pay interest on the proceeds.

COMPANY—WINDING-UP—SEIZURE BY SHERIFF BEFORE PRESENTATION OF PETITION—RENT PAID TO LANDLORD BY SHERIFF—LANDLORD AND TENANT ACT, 1709 (8 ANNE, c. 14), s. 1. (R.S.O. c. 155), s. 55.—COMPANIES ACT, 1908 (8 EDW. 7 c. 69), ss. 139, 140, 142, 211.—(WINDING-UP ACT R.S.C. c. 144, ss. 5, 18, 21.)

*The British Salicylates Ltd.* (1919) 2 Ch. 155. This was a summary application by the liquidator of a company to compel a Sheriff to pay over the rent which he had paid to a landlord in the following circumstances: Prior to the presentation of the petition to wind up the company a writ had been placed in the Sheriff's hands against the company under which he had made a seizure of the company's property; after the presentation of the petition an application was made to the Court to stay the execution, which was refused; the Sheriff thereupon sold the goods seized, and out of the proceeds paid the claim of the landlord not exceeding one year's arrears of rent as provided by 8 Anne, c. 14, s. 1 (R.S.O. c. 155, s. 55) and after deducting the amount of the plaintiffs' debt and costs, handed the balance to the liquidator. Astbury, J., held that the Sheriff had properly made the payment to the landlord and rejected the application of the liquidator.

SETTLEMENT—LIFE POLICY—COVENANT BY HUSBAND—LAPSE OF POLICY THROUGH HUSBAND'S DEFAULT—RIGHT OF TRUSTEES TO IMPOUND HUSBAND'S INTEREST.

*In re Jewell* (1919) 2 Ch. 161. By a marriage settlement whereby the property of husband and wife were settled, a policy was assigned by the husband to trustees on the trusts of the settlement and the husband covenanted to keep it in force. Owing to the husband's default the policy lapsed. The settlement expressly provided