

REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

SHIP—COLLISION—LIMITATION OF LIABILITY—MERCHANTS SHIPPING ACT, 1894 (57-58 VICT. c. 60), SS. 503, 742—BARGE.

The Mudlark (1911) P. 116. In this case it was determined by Deane, J., that a hopper barge used for dredging purposes, with a rudder, but without any means of propulsion, and which had to be towed to and from her destination, is a "ship" within the meaning of s. 741 of the Merchants Shipping Act, 1894, and her owners are entitled to the limitation of liability as mentioned in s. 503 of the Act.

COMPANY—PROSPECTUS—FACTS OMITTED TO BE STATED—REMEDY FOR OMISSION—COMPANIES ACT, 1908 (8 EDW. VII. c. 69) SS. 81, 285—(7 EDW. VII. c. 34, s. 99 (ONT.))—(R.S.C. c. 79, s. 43).

In re South of England Natural Gas Co. (1911) 1 Ch. 573. By the English Companies Act, 1908, in case there has been an offer of shares to the public such offer must be stated in any subsequent prospectus issued by the company. A prospectus had been issued omitting to mention a prior offer of shares to the public, and on the faith of this prospectus one Byrne applied for and was allotted 200 shares. He died without having paid for the shares, and his executors applied to rectify the register by striking out his name as an allottee of shares, on the ground of the abovementioned omission in the prospectus, but Eady, J., held that although the prospectus was defective, it did not entitle the applicants to a rescission of the contract to take the shares, but that their remedy was in damages against those responsible for the prospectus, following *In re Wimbledon Olympia* (1910), 1 Ch. 630 (noted ante, vol. 46, p. 448).

EXPROPRIATION OF LAND—NOTICE TO TREAT SERVED ON MORTGAGEE—POSSESSION TAKEN BY EXPROPRIATORS—INJUNCTION.

Cooke v. London County Council (1911) 1 Ch. 604. In this case the defendants under statutory powers required land for their purposes belonging to one Ellis on whom notice to treat was served, and who informed the defendants that the property had been mortgaged by her, but declined to disclose the names of the mortgagees. The defendants proceeded under the notice to