goods to the company, to be paid for as to £600 in first mortgage debentures of the company, and, as to the balance, by the company's acceptances. The contract was made at a board meeting whereat the defendant presided, and which was attended by the plaintiffs' agent. At the time the contract was made, the defendant knew that the whole of the first mortgage debentures of the company had been issued except £4950, which were deposited with the company's bankers as security for the company's overdraft (which was also guaranteed by the directors) under an arrangement under which the company could at any time withdraw any of the debentures on paying the nominal amount thereof in cash. The plaintiffs pressed for the debentures, but were put off from time to time and never got them, and ultimately the company was ordered to be wound up. The plaintiffs claimed that the defendant's acts amounted to a representation that he had authority to say that the company could issue the debentures at a time when he knew there were no debentures available, and therefore he was liable to make good the loss the plaintiffs had sustained by not getting them as had been agreed. But Romer, J., held that as it was not an action of deceit and admittedly not a case of fraud, and was not a case of estoppel, or of breach of duty, the defendant was not liable, and he dismissed the action without costs.

Notes and Selections.

AEROLITE, OWNERSHIP OF.—While it is pretty well understood that an aerolite or meteoric stone belongs to the owner of the land upon which it falls, there has not been, we think, hitherto any reported case upon the subject in a court of last resort. In 16 Albany L.J. 76, and 13 Irish L.T. 381, there is an editorial note upon a case of *Maas* v. *Amana Society*, which was decided in Illinois, where it was held that such stones belong to the owner of the fee, but no report of the case is to be found. In France, an aerolite falling upon the highway is held to be the property of the finder (see 20 Albany L.J. 299); but in the case of *Goodard* v. *Winchell*, now reported in 52 N.W. Rep. 1124, it is settled, in the United States at any rate, that an aerolite falling to, and imbedding itself in the earth becomes the property of the owner of the land on which it falls, and not of the first person who finds it, although the latter digs it up and takes possession of it.

CARRIERS—END OF RESPONSIBILITY.—In *Canada Shipping Co.* v. *Davison*, in which judgment was given by the Court of Appeal at Montreal on June 8th, the appellant, a steamship company, entered into a contract at Liverpool to carry the respondent's baggage to Montreal, to use due care in its safe-keeping, and to deliver it to the respondent on the steamship's arrival at its destination. On arrival at Montreal the respondent's baggage was taken from the vessel and placed in the company's shed on the wharf, whence the respondent could not remove it until examined and passed by the customs officers. Before the baggage