

amount to the purchasing company. The defendants contended that the sale of the "undertaking" did not authorize the calling in and transfer of unpaid capital; but Kennedy, J., held that it did, and the Court of Appeal (Lindley, Smith, and Davey, L.JJ.) affirmed his decision. The articles of association also provided that fourteen days' notice of calls should be served on the members personally or through the post-office, addressed to the member at his registered address. No provision was made for notice in case of the death of a shareholder. After the defendants' testator had died, a call was made and notice sent through the post-office to his registered address; this notice was subsequently returned to the company marked "Gone away." The Court of Appeal agreed with Kennedy, J., that, notwithstanding the shareholder's death, the notice was sufficient, and the defendants were liable to pay the call out of the assets of their testator.

PRACTICE—COSTS—COSTS OF FORMER TRIAL ORDERED TO ABIDE "RESULT OF NEW TRIAL"—"RESULT," MEANING OF—RECOVERY OF NOMINAL DAMAGES—CERTIFICATE FOR COSTS REFUSED.

In *Brotherton v. Metropolitan District Ry.*, (1894) 1 Q.B. 666, a new trial had been granted, and the costs of the former trial were ordered to abide the result of the new trial. At the new trial the plaintiff succeeded in recovering a farthing damages, and the judge refused to certify for costs. The plaintiff contended that he was, nevertheless, entitled to tax the costs of the former trial; but the Court of Appeal (Lord Esher, M.R., and Lopes and Davey, L.JJ.) were agreed that the "result" meant the result as to costs, and, therefore, that the plaintiff was not entitled to the costs of the first trial.

PRACTICE—WRIT—SPECIAL INDORSEMENT—PAYMENT OF PART OF CLAIM AFTER WRIT ISSUED—JUDGMENT, ON DEFAULT OF APPEARANCE, SIGNED FOR MORE THAN IS THEN DUE—ORD. XIII., V. 3.

*Hughes v. Justin*, (1894) 1 Q.B. 667, is another practice case. The writ was specially indorsed. Before service of the writ the defendant paid the amount claimed by the writ except the costs; he did not appear in the action, and the plaintiff signed judgment for the full amount indorsed, with costs. The plaintiff issued execution for the costs only. The defendant paid the sheriff, and then applied to set aside the judgment and execution. The Court of Appeal (Lord Esher, M.R., and Lopes and Davey, L.JJ.)