

of arrangement for the benefit of his creditors whereby he assigned to the defendant Warren all his property in the hotel business except the leasehold house in which the business was carried on, upon trust to carry on the business, so long as Warren should think fit, for the benefit of the creditors, with power to the trustee (with the consent of the holder of a bill of sale on the property) to sell all or any part of the trust estate, and in meantime to engage at a salary the services of the debtor, who, and whose family during such engagement were to be entitled to reside on the premises. The trustee accordingly engaged Collinson, but owing to his intemperate habits gave him notice on Feb. 11, 1901, of summary dismissal, giving him a month's pay in lieu of notice. Collinson refused to go, and on 16th February brought the action claiming a declaration (1) that he was entitled to be engaged as manager at the stipulated salary, (2) that the trusts of the deed might be carried out, (3) an injunction, (4) damages for breach of trust. On 23rd February the defendant, before putting in his defence, moved for a mandatory injunction to compel the plaintiff to deliver up possession of the hotel premises to the defendant. It was contended that the defendant had no right to move in this action, but that his remedy was by ejectment, but Buckley, J., held that as the claim of the defendant to an injunction arose out of the plaintiff's cause of action, he was entitled to move, and he granted the injunction, which was affirmed by the Court of Appeal (Rigby, Williams, and Stirling, L.JJ.).

WILL—CONSTRUCTION—“ELDEST SON ENTITLED TO POSSESSION”—SALE BY ELDEST SON.

In *Shuttleworth v. Murray* (1901) 1 Ch. 819, the Court of Appeal (Rigby, Williams and Stirling, L.JJ.) reversed the decision of Cozens-Hardy, J., (1900) 1 Ch. 795 (noted ante vol. 36, p. 487). By the terms of a will successive life estates in Blackacre were limited to the members of a class other than the eldest or only son, entitled to the possession or receipt of the rents of Whiteacre as tenant for life or a greater estate. A tenant in tail in remainder of Whiteacre joined with his father in a sale of Whiteacre. Cozens-Hardy, J., held he was nevertheless excluded from the devise of Blackacre, but the Court of Appeal held that he was not.