

anticipation of the outbreak of war, which shortly thereafter took place. This seizure Phillimore, J., held was within the terms of the warranty, and therefore was not covered by the policy, the effect of the warranty being to blot out some of the risks previously mentioned in the policy as risks insured against.

PROBATE — PRACTICE — WILL OF FOREIGN FEME COVERT — APPOINTMENT OF EXECUTOR—DOMICILED ITALIAN—ADMINISTRATION WITH WILL ANNEXED.

In the goods of Vannini (1901) 1 P. 330. A feme covert, a domiciled Italian, in pursuance of a power of appointment in respect of English property, made a will executing the power and appointing an executor. The will was a sufficient execution of the power under English law, but was not a sufficient will according to Italian law. The executor named in the will applied, with the consent of the husband of the deceased testatrix, for a grant of probate; but Jeune, P.P.D., held that he was not entitled to that, but could only have a general grant of administration with the will annexed.

MORTGAGEE — MORTGAGE BY SUB-DEMISE — RECEIVER APPOINTED IN SUIT TO ENFORCE SECURITY—HEAD LEASE—LANDLORD, RIGHTS OF, AS AGAINST SUB-LESSEE.

Hand v. Blow (1901) 2 Ch. 721, was an action by a debenture holder of a limited company to enforce their debentures, which were secured by mortgage by way of sub-demise of certain leasehold property of the company. The action was brought against the company and the trustees to whom the mortgage had been made, and a receiver and manager was appointed on the plaintiff's application in the action, and he went into the occupation of the premises and carried on the company's business, and by direction of the Court sold the chattel property of the company. A quarter's rent under the head lease being over-due, the head lessor applied for leave to distrain, or in the alternative that the rent should be paid by the receiver out of the proceeds of the goods. Stirling, J., refused the application, holding that as there was no privity of estate between the sub-lessee and the head lessor the sub-lessee was not liable for the rent due under the head lease, and that the receiver being in possession for the benefit of the mortgagee, he was also under no liability to the head lessor. It was argued that the Court should see that its officer, the receiver,