
ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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EXECUTOR—BANKRUPTCY OF EXECUTOR—INJUNCTION—JURISDICTION.

In *Bowne v. Phillips*, (1897) 1 Ch. 174, a motion for an interlocutory injunction was granted by Kekewich, J., restraining one of two executors who had become bankrupt from intermeddling with his testator's estate until further order. A similar jurisdiction was exercised in *Harrold v. Wallis*, 9 Gr. 443, and *Johnson v. McKenzie*, 20 O.R. 131, and see 59 Vict., c. 18, s. 4 (O.)

MORTGAGOR AND MORTGAGEE—MORTGAGE—TRADE FIXTURES—GAS ENGINE— REMOVAL OF FIXTURES AS AGAINST MORTGAGEE

Hobson v. Gorringe, (1897) 1 Ch. 182, involves a similar point to that discussed in *Rogers v. The Ontario Bank*, 21 O.R. 416. In this case a mortgagor entered into a contract on the hire and purchase system, for a gas engine for the purpose of carrying on his business as a saw miller; the engine was placed on the mortgaged premises on a bed of concrete, in which were imbedded two iron plates from which iron bolts projected, which passed through corresponding holes in the base plate of the engine, and to which the engine was secured by nuts tightly screwed down. The engine had affixed to it a plate on which it was stated that it was the property of the vendor, whose name and address were stated. The vendee subsequently executed a mortgage of the property to a mortgagee without notice of the agreement, and the mortgagee having entered into possession of the mortgaged premises, including the gas engine, the present action was brought by the vendor of the engine, who contended that the question of fixture or no fixture depended on the intention of the party affixing it, and that in the present case the mortgagor had no intention that the engine should become part of the freehold—and that even if it were a fixture the mortgagee was not