

agent of the defendants who appointed him and continued him after the winding-up order, who were liable as undisclosed principals for the goods in question. Rigby, L.J., on the other hand, considered that the fact of the stipulation as to the disposition of the moneys to be received by the receiver, was immaterial, and that according to *Cox v. Hickman*, 8 H. L. C. 268; and *Mollwo v. Court of Wards*, L. R., 4 P. C. 419, and *Jefferys v. Dickson*, L. R., 1 Ch. 183, the stipulation of the deed as to the receiver being the agent of the company was binding, although the moneys to be received were to be applied for the benefit of the defendants who appointed him, and that the making of the winding-up order did not make any difference. The majority of the Court seems to have considered that unless the defendants were liable the plaintiffs would be without remedy, and the defendants would be reaping the benefit of the goods furnished by the plaintiffs without paying for them. Rigby, L.J., on the other hand considered the receiver was personally liable to the plaintiffs, and entitled to indemnification out of any other assets of the company, and that if the plaintiffs failed to recover from the receiver they would be entitled to be subrogated to his rights against the company.

PROBATE—PRESUMPTION OF DEATH—PROOF OF DEATH.

*In the goods of Saul*, (1896) P. 151, which was an application for probate of the will of a person who had gone to sea on board of a ship which had not been heard of since 31st March, 1895, it appeared that an insurance company with whom the alleged deceased had insured his life, had by the letter of its officer stated that it did not intend to contest the application. Barnes, J., on the letter being filed, granted probate.

TRUSTEE—BREACH OF TRUST—TRUSTEE BENEFICIARY—CESTUI QUE TRUST CONCURRING IN BREACH OF TRUST—CONTRIBUTION BETWEEN CO-TRUSTEES—ADVANCE OF TRUST MONEY—PAYMENT OF DEBT DUE TRUSTEE OUT OF ADVANCE.

*Chillingworth v. Chambers*, (1896) 1 Ch. 685, was a suit brought by the plaintiff, who was both a trustee and cestui que trust, against a co-trustee to compel him to contribute to