requested McNeff to discontinue the exhibition. The Court of Appeal (Cotton, Lindley and Lopes, L.JJ.), overruling Kekewich, J., held that under these circumstances Ewin was not liable for not taking active proceedings against McNeff to prevent the misuser of the premises. Cotton, L.J., thus expounds the principle of *Tulk* v. *Moxhay*, at p. 79: "As I understand *Tulk* v. *Moxhay*, the principle there laid down was that if a man bought an underlease, although he was not bound in law by the restrictive covenants of the original lease, yet if he purchased with notice of those covenants, the Court of Chancery would not allow him to use the land in contravention of the covenants," but he goes on to say that the Court of Appeal, in *Haywood* v. *Brunswick Building Society*, 8 Q. B. D. 403, had held that the principle in *Tulk* v. *Moxhay* was not to be applied so as to compel a man to do that which would involve him in expense.

PRACTICE—WINDING UP—INSPECTION OF DOCUMENTS—R. S. C. c. 129, s. 81.

In re North Brazilian Sugar Factories, 37 Chy. D. 83, the Court of Appeal (Cotton and Lopes, L.JJ.) held, affirming Charles, J., that the power given by the Companies Act, 1862, s. 156 (R. S. C. c. 129, s. 81), of ordering inspection of the books and papers of a company in liquidation, is *prima facie* to be exercised only for the purposes of the winding-up, and for the benefit of those who are interested in the winding-up, and will not in general be exercised for the purpose of enabling individual shareholders to establish claims for their personal benefit against the directors or promoters; and that the section only applies to books and papers in the possession of the company and the liquidator, and does not enable the court to determine any question of right against third parties having the books in their possession, and claiming to be entitled to such possession. In this case, after the winding-up order had been made, a scheme was presented for forming a new company; and, this being approved by the court, the assets and books of the old company were handed over to the new company. Upon the other point the court practically reaffirmed what they had previously laid down *In re Imperial Continental Water Corporation*, 33 Chy. D. 314 (noted *ante* Vol. 23, p. 28).

SOLICITOR AND CLIENT—LIEN ON FUND RECOVERED—ASSIGNMENT OF FUND BY CLIENT—PRIORITY.

In *Macfarlane* v. *Lister*, 37 Chy. D. 88, a client assigned, by way of mortgage, his interest in a fund in litigation, and at the time of the execution of the mortgage gave a written order to his solicitor, who also acted for the mortgagee, to pay the claim of the mortgagee out of the first moneys which should come to his hands of the fund in question, which he duly forwarded to the mortgagee. A part of the fund was paid into court, and the solicitor, having obtained a charging order for his costs, a question arose as to whether the solicitor or mortgagee was entitled to priority. And it was held by the Court of Appeal (Cotton and Lopes, L.JJ.), reversing the order of Stirling, J., that although the fact of the solicitor having acted for both parties to the mortgage, would not have prevented his claiming priority in respect of his lien; yet as he