

claims of other persons against the land of which the adverse possessor or those claiming under him had notice, or might have had, had they made reasonable inquiry. He therefore held that the vendors could not make a good title.

LANDLORD AND TENANT—TENANT FOR LIFE, AND REMAINDERMAN
—TRADE FIXTURES—INTENTION TO IMPROVE INHERITANCE.

Re Hulse, Beattie v. Hulse (1905) 1 Ch. 406 was an application by the personal representative of a deceased tenant for life to determine the right to certain trade fixtures. The deceased tenant for life had leased the settled estates consisting of a steam mill and machinery for 21 years. The lessee covenanted that at the end of the term he would sell to the lessor all the machinery other than demised machinery, then on the premises. The tenant brought additional machinery into, and affixed it to, the mill and at the end of the term the tenant for life paid for it. The tenant for life having died, his personal representative claimed to be entitled to remove the machinery. Buckley, J., held that in the absence of any evidence that the tenant for life intended to make a present of the machinery to the remainderman, that it did not become part of the freehold and might be removed by him or his representative.

COMPANY—WINDING-UP—ACTION AGAINST COMPANY BEFORE LIQUIDATION—LIQUIDATOR DEFENDING ACTION AGAINST COMPANY
—COSTS.

In re Wenborn & Co. (1905) 1 Ch. 413. Prior to proceedings for winding-up, an action had been instituted against a company for damages for breach of contract. Pending the action, proceedings were begun for winding-up the company, on the liquidator being asked whether he would admit the plaintiff's claim in the action, he refused so to do, and the action was accordingly proceeded with, the liquidator defending on behalf of the company, and the plaintiff recovered judgment for damages and costs. The plaintiff now claimed that the costs of the action should be ordered to be paid in full out of the assets of the company. The liquidator contended that they must be proved as a claim in the winding-up proceedings. Buckley, J., while conceding that the cases on the point are not easily reconcilable, yet was of the opinion that where an action against a company is defended by the liquidator for the benefit of other creditors, they must bear the costs and consequently that the costs in question ought to be paid in full out of the assets.