the lessors against the sureties for rent accrued after the dissolution, and the judge of the County Court gave judgment in favour of the plaintiffs, but the Divisional Court (Darling and Phillimore, JJ.) reversed the judgment on the ground that on the dissolution of the company the lease came to an end, and the reversionary estate in the lessors was accelerated, and the lease being at an end, the sureties for the rent were conseque ly discharged. Darling, J., lays it down that as to all lands which are vested in a c "poration at the time of its dissolution, they revert to the orig nal grantors thereof, as laid down in Blackstone's Commentaries, and, onsequently, there is no escheat to the Crown in such a case, unless the Crown happened to be the grantor.

MORTGAGE—TRADE FIXTURES—HIRE AND PURCHASE AGREEMENT—RIGHT OF MORTGAGEES TO FIXTURES—MORTGAGOR IN POSSESSION.

Ellis v. *Glover* (1908) 1 K.B. 388 is the case to which we referred ante, p. 196, in our note of the case of *Crossley* v. *Lee*. In this case freehold premises on which a laundry was carried on, were, in November, 1902, mortgaged to the plaintiff. The mortgagor consenting not to remove any fixtures then or thereafter placed on the premises, without the mortgagor's consent. In June, 1903, the mortgagor being in possession, procured machinery for the purpose of his business under a hire and purchase agreement, which was duly fixed up in the premises and attached to the freehold. The agreement provided that in defaul' of payment of the instalments of the price, as they became due, the vendor might enter and remove the machinery. Default was made and the vendor accordingly entered and removed the machinery, the present action was by the mortgagee claiming damages for such removal. Phillimore, J., who tried the action dismissed it. The Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.) rev rsed his decision, and in doing so distinguished the case from *Gough* v. *Wood* (1894) 1 Q.B. 713, but without impugning the rule there laid down, viz., that, in the absence of any agreement to the contrary, a mortgagor in possession has the implied right to permit trade fixtures to be affixed to, and removed from, the mortgaged premises, at any time before the mortgagee takes possession. In the present case, the covenant by the mortgagor, not to emove any fixtures without the mortgagee's consent, was held to be a stipulation which