

liquidator took the property subject to that charge, and that it made no difference that the judgment to enforce the lien was made after the winding-up order: that the judgment being in rem, there was no precedent for holding that the proceeds of it could be claimed by the liquidator, in which respect it differed from a judgment in personam. Judgment was therefore given in favor of the defendants.

VENDOR AND PURCHASER—"OUTGOINGS"—AGREEMENT TO PAY OUTGOINGS UP TO COMPLETION—ORDER TO TAKE DOWN D. JEROUS STRUCTURES.

*Tubbs v. Wynne* (1897) 1 Q.B. 74, was an action to determine the meaning of the term "outgoings" in a contract of sale. The vendor of land had agreed to discharge all "outgoings" up to the day fixed for completion of the contract. After the contract and before the day fixed for completion, a magistrate in pursuance of a statutory power made an order for the removal of dangerous structures on the land. The order was not complied with, and after the day fixed for completion the municipality, under its statutory powers, removed the structures and demanded and received from the purchaser the expenses of so doing; and the action was brought to recover them from the vendor. The defendant claimed that they were not "outgoings" within the meaning of the contract, relying on the judgment of Kay, J., in *re Boor*, *Boor v. Hopkins*, 40 Ch. D., 572; and even if they were "outgoings" he contended that the liability did not arise until after the work was done, which was subsequent to the day fixed for completion. But Collins, J., was of opinion that the order to remove having been made before the day of completion, the liability for the expense of removal arose as soon as the order was made, and that it was an "outgoing" within the meaning of the contract, which the vendor was liable to discharge, and from which he could not escape by disobeying the order.

INSURANCE—EXECUTION OF POLICY—POLICY RETAINED BY INSURERS AFTER EXECUTION—CONTRACT—RECITAL—PREMIUM—WAIVER OF PREPAYMENT.

*Roberts v. Security Co.*, (1897) 1 Q. B. 111, is a very important decision on the subject of insurance law. A proposal for an insurance of goods against loss by burglary was made by the plaintiff to the defendant company, on 14th Decem-