

Bowen, and Fry, L.JJ.), however, came to the conclusion that no such rule existed, and that although the court does not usually appoint a trustee to be receiver except on the terms of his acting without salary, yet when these terms are not imposed when the appointment is made the question of remuneration is in the discretion of the court; and in this case the allowance of remuneration at the rate of £400 a year, which North, J., had made, was not disturbed.

MORTGAGEE—RECEIVER AND MANAGER.

In *Whitley v. Challis* (1892), 1 Ch. 64, the Court of Appeal (Lindley, Bowen, and Fry, L.JJ.) reversed an order of Kekewich, J., appointing a manager of a hotel business under the following circumstances: The defendant was a hotel-keeper who was about to rebuild his hotel, and had an agreement for the grant to him of a lease for eighty years when he had rebuilt it, and he charged the building agreement and all the premises comprised therein, and the hotel and buildings to be thereafter erected as aforesaid, and the lease so to be granted, with the repayment of a sum borrowed from the plaintiff, and agreed to execute to the lender as soon as the lease was granted a valid second mortgage, which should be in such form and contain such powers, covenants, and provisions as the solicitor or counsel of the plaintiff should advise or require. The hotel was rebuilt and the defendant carried on business on the property, but no mortgage was executed. The present action was brought to enforce the charge by sale or foreclosure and the plaintiff had moved for a receiver of the mortgaged property and a manager of the hotel business. Kekewich, J., had granted both a receiver and a manager, but the Court of Appeal was of opinion that as the good will or business had not been charged by the defendant the plaintiff had no right to the appointment of a manager of the business, and that the stipulation as to the mortgage being in such form, etc., as the mortgagee's solicitor or counsel should require could not enlarge the subject of the mortgage, but only provided for perfecting the charge on the property specifically agreed to be mortgaged.

WILL—CHARITABLE LEGACY—GIFT FOR ENDOWMENT OF CHURCH—CONTINUING CONDITION—RETENTION OF FUND IN COURT.

In *re Robinson, Wright v. Tugwell* (1892), 1 Ch. 95, a testatrix had made a bequest towards the endowment of a church, subject, among others, to an "abiding condition" that the black gown should be worn in the pulpit, unless there should be any alteration in the law rendering it illegal. It was claimed that the condition was impossible or illegal of performance, and that the bequest was void; but North, J., held that it was valid, and that the fund should be retained in court, and the income paid to the incumbent of the church so long as he fulfilled the condition as to wearing a black gown.

SOLICITOR—LIEN—DISCHARGE OF SOLICITOR BY CLIENT.

In *Boden v. Hensby* (1892), 1 Ch. 101, the plaintiff in a partition action changed his solicitor, and an application was then made to compel the discharged solicitor to deliver up the papers connected with the action to the new solicitor to enable him to carry it on. The solicitor resisted the application, claiming