

ary power over the costs of proceedings for the expropriation of land, and may order the costs of a warrant to put the expropriators in possession, in consequence of the refusal of the owner to deliver possession, to be paid out of the fund in Court.

COMPANY — DEBENTURE — "PROPERTY" INCLUDES GOOD-WILL — MANAGER — DEBENTURE HOLDERS' ACTION.

In re Leas Hotel Co., Salter v. Leas Hotel Co. (1902) 1 Ch. 332, was a debenture holders' action to enforce payment of debentures issued by a hotel company, which were made a charge on all the company's "lands, buildings, property, stock in trade, furniture, chattels and effects whatsoever both present and future." A motion was made to Kekewich, J., to appoint a manager of the defendant company's business, the right to which appointment turned on whether the charge covered the good-will; the learned Judge considered that the word property covered it, and made the order asked.

ADMINISTRATION — TRUSTEES CARRYING ON TESTATOR'S BUSINESS — TRUSTEE'S RIGHT TO INDEMNITY — DEFAULTING TRUSTEE — CLAIMS BY CREDITORS OF BUSINESS CARRIED ON BY TESTATOR'S TRUSTEES — INDEMNITY.

In re Frith, Newton v. Rolfe (1902), 1 Ch. 342. Kekewich, J., was here called on to apply the principle established by *Dowse v. Gorton* (1891) A.C. 190, viz., that where a trustee carries on the business of his testator, pursuant to a trust in this behalf, he is entitled to indemnity out of his testator's estate against debts so incurred; and that creditors of the business are entitled to be subrogated to this right of the trustee who has incurred the debt. In the present case there were three trustees, two of them had shewn a clear account, but the third had been found to be in default to the testator's estate to the amount of over £921, and it was contended that so long as any one of the trustees was in default, none of the trustees were entitled to indemnity out of the estate, and consequently the creditors of the business could have no claim; but Kekewich, J., was of the opinion that the right of the trustees to indemnity was a several, and not a joint right, and that any one of them, not in default to the estate, was entitled to indemnity against debts incurred in carrying on the business, and consequently that the creditors of the business were entitled to the benefit of that indemnity, as it was competent for them to sue any one of the trustees.