

CURRENT ENGLISH DECISIONS.

The Law Reports for June comprise (1893) 1 Q.B., pp. 373-521; (1893) P., pp. 57-85; (1893) 2 Ch., pp. 1-270; and (1893) A.C., pp. 125-206.

JUDGMENT CREDITOR—RECEIVERSHIP ORDER—EQUITABLE EXECUTION—PRACTICE—RECEIVER GRANTED EX PARTE.

In re Potts, (1893) 1 Q.B. 648, it became necessary to determine whether a judgment creditor who had obtained a receivership order as against a certain residuary estate to which the judgment debtor was entitled thereby acquired the position of a "secured creditor," as against other creditors, upon the subsequent bankruptcy of the debtor. Williams, J., held that he did not, and says at p. 653: "The property which is in the hands of the receiver is held by the court *in medio* until the rights of the plaintiff have been determined; but until that has been done, and the proceeds of the sale of the property by the receiver have been handed over by him to the person who obtained the order, in my judgment, he obtained no property in, no lien, and no charge whatever on that which is the subject-matter of the order"; and, as under the Bankruptcy Act, a "secured creditor" is one entitled to a "mortgage, charge, or lien on the property of the debtor," it followed that the judgment creditor was not a "secured creditor." This view was affirmed by the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.). Both Lindley and Bowen, L.JJ., express the opinion that the granting of the receivership order on the *ex parte* application of the judgment creditor was irregular.

PRACTICE—PARTIES—ACTION FOR DAMAGE TO REVERSION—TENANT IN COMMON, RIGHT OF, TO SUE FOR DAMAGE TO REVERSION WITHOUT JOINING HIS CO-TENANTS—COVENANT RUNNING WITH LAND—SEVERANCE OF REVERSION.

Roberts v. Holland, (1893) 1 Q.B. 665, is a decision of Wills and Cave, JJ., on an interesting question of pleading. The action was brought by one of several tenants in common entitled to the reversion in certain demised premises to recover damages (1) for injury to the reversion, and (2) for breach of a covenant running with the land. The lease in question was made by one Ellis Humphreys, who, by his will, had devised the reversion to his six daughters, one of whom had assigned her interest to the