

legatee had not in fact deprived himself of the income or any part thereof, nor would she have been so deprived if she had been the absolute owner thereof.

PRACTICE—RECEIVER—INJUNCTION—PROCEEDINGS AGAINST RECEIVER—GOODS IN POSSESSION OF COMPANY UNDER HIRE-PURCHASE AGREEMENT.

In re Maidstone Palace, Blair v. Maidstone Palace (1909) 2 Ch. 283. In this case which was a debenture-holder's action against a theatre company, a receiver had been appointed on the application of the plaintiff of the property of the company. In the company's possession under a hire-purchase agreement made with the Electric Power Company was some electrical plant. Under the direction of the court the receiver for a time carried on the business of the theatre company and in so doing used the electrical plant. The Electric Power Company subsequently recovered judgment against the theatre company for the amount of their claim, and for a return of the electrical plant. The assets of the first company were sold and the purchasers bought part of the electrical plant from the Electric Power Company, and the rest of it was returned to that company. The Electric Power Company then claimed rent from the receiver for the use of the electrical plant by him, and threatened to bring an action therefor in the King's Bench Division, whereupon the receiver applied to the court to restrain them from so doing, and ordering them to bring in their claim in the debenture-holder's action. The Electric Power Company contended that the receiver was never appointed receiver of the electrical plant because it did not belong to the theatre company, and as to that, therefore, the receiver was a mere trespasser. But Neville, J., held that the receiver was entitled to protection, and that if any wrong had been done by him the court would see that justice was done to the plaintiffs, he therefore ordered the Electric Power Company to bring in its claim in the debenture-holder's action within a limited time, and restrained them from taking proceedings against the receiver.

POWER—APPOINTMENT—"DURING COVERTURE BY DEED OR WILL"
—EXECUTION OF WILL DURING COVERTURE—DEATH OF TESTATRIX DISCOVERED—EXERCISE OF POWER.

In re Illingworth, Bevir v. Armstrong (1909) 2 Ch. 297. In this case the facts were that by a marriage settlement made in