the costs. The applicants had notified the liquidator not to part with any of the assets of the company until their costs were satisfied. The costs were taxed at £300; at the date of the judgment the liquidator had on hand £500, out of which he paid to his own solicitors £375 for their costs in the action, and sent the applicants a cheque for the balance. The applicants claimed to be entitled to be paid in priority to the liquidators own solicitors, and Neville, J., upheld that contention, and held that the rule was the same both in compulsory and voluntary litigation.

INSURANCE OF MORTGAGE OWNED BY A COMPANY—CONDITION THAT POLICY SHOULD CEASE IN CASE OF ALIENATION "OTHERWISE THAN BY OPERATION OF LAW"—INSURED COMPANY IN LIQUIDATION—POWER OF LIQUIDATOR TO ASSIGN.

In re Birkbeck Building Socy., Official Receiver v. *Licenses Insurance Corporation* (1913) 2 Ch. 34. The facts of this case were as follows. The Birkbeck Building Society had advanced £9,000 on mortgage. It had insured the due payment of the mortgage money by a policy of the Licenses Insurance Corporation which, however, contained a condition that it should cease if the interest of the insured in the mortgaged property should pass from the insured "otherwise than by operation of law." The Birkbeck Building Society was ordered to be wound up, and the liquidator desired to sell the mortgage and the benefit of the policy, in order to wind up the estate. The Insurance Corporation claimed that he had no right to do this without their consent, which they declined to give. Neville, J., however, held that the words "unless by operation of law," in a condition of this kind enables a person to whom property passes by operation of law with an obligation to realize it, to assign the property, and he, therefore, held that the liquidator was competent to sell the property and assign the policy without the consent of the insurers.

VENDOR AND PURCHASER—CONDITION OF SALE NEGATIVING RIGHT TO COMPENSATION—CONVEYANCE—PLAN—FALSA DEMONSTRATIO—IMPLIED COVENANTS FOR TITLE—LIABILITY OF VENDOR—MEASURE OF DAMAGES.

Eastwood v. *Ashton* (1913) 2 Ch. 39. This was an action to recover damages for breach of an implied covenant for title—in the following circumstances. In 1911 the plaintiff became the purchaser of a property known as Bank Hey Farm, containing