LEASE—FARM—COVENANT TO CULTIVATE—CONVERSION OF FARM INTO MARKET GARDEN BY LESSEE—WASTE.

In *Meux* v. *Cobley* (1892), 2 Ch. 253, the plaintiff, as lessor, claimed an injunction against the defendant, as his lessee, to restrain him from committing alleged waste on the demised premises. The property in question was a farm, and the defendant had covenanted to cultivate it "according to the best rules of husbandry." He had converted part of it into a market garden, and had erected glass houses for growing produce for the London market. Kekewich, J., was of opinion that this was no breach of the covenant, and as the change had not been injurious to the inheritance it was not actionable as waste, and he dismissed the action with costs.

TRUST—TRUSTEE DE SON TORT—PERSONS ASSISTING EXECUTRIX IN CARRYING ON TESTATOR'S BUSINESS IN BREACH OF TRUST.

In re Barney, Barney v. *Barney* (1892), 2 Ch. 265, an unsuccessful attempt was made to make the defendants, Mitchell and Appleford, liable for a breach of trust under the following circumstances: A testator left his property in trust for his wife and children, but left no directions for carrying on his business. The widow and executrix, acting on the advice of the above-named defendants, who were her deceased husband's friends, decided to carry on the business. A banking account was opened in her name, and the bankers were directed not to honour her cheques unless initialled by the defendants, Mitchell and Appleford. The testator's estate was applied in carrying on the business, and these defendants assisted her and initialled the cheques signed by her. There was no suggestion of any *malâ fides*. The business proved to be a losing concern, and the children of the testator brought this action to make the defendants Mitchell and Appleford accountable for the loss; but Kekewich, J., decided that the fact that the executrix could not draw any money from the bank without their concurrence did not give them such a control over the moneys from time to time drawn out as would make them liable therefor as trustees *de son tort*. And he also held that the defendants Mitchell and Appleford were not liable for moneys paid to themselves from time to time for goods supplied by them to the widow in the ordinary course of business; and, further, that although one of the defendants had become a trustee under a deed of arrangement under which all the property and effects used in the business were sold and the proceeds distributed among creditors, of whom he was one, that did not make him liable as constructive trustee for the plaintiffs.

RECEIVER—DAMAGES FOR DETENTION OF GOODS WHILE IN POSSESSION OF RECEIVER.

The Peruvian Guano Co. v. *Dreyfus* (1892), A.C. 166, is a case which has been a long time before the courts. The action was brought by the plaintiffs, claiming delivery of certain cargoes of guano to the plaintiffs, and an injunction restraining defendants from delivering them to any one else, and for the appointment of a receiver. The defendants, under a consent order, took possession of the cargoes "without prejudice to any question between the parties," and they