that if the defendants' contention had prevailed, they would have been entitled to keep the whole of the £34,500 secured by the policy, and at the same time to sue the plaintiff as representative of Earl Compton, not only for the £10,000, but also for the premiums paid for keeping the policy on foot. Lord Justice Bowen's dissent, it may be observed, was based on the fact that in his view the policy was not a part of the mortgage security, and that by the stipulation of the parties, the mortgagor was merely to have the right to become the owner of it in his lifetime, on paying what was due. He thought that the presumption which would arise in favor of the policy being the property of the mortgagor, from the fact that he was to be charged with the premiums, was displaced by the express agreement of the parties to the contrary.

MORTGAGE OF PERSONALTY—INTEREST AFTER DAY COVENANTED FOR PAYMENT—ARREARS OF INTEREST.

In *Mellersh* v. *Brown*, 45 Chy.D., 225, an attempt was made, unsuccessfully, to persuade Kay, J., that in a foreclosure action brought on a mortgage of a reversionary interest in personal estate, the Court should, by analogy to the Statute of Limitations relating to land, allow no more than six years' arrears of interest, and also that, there being no covenant for payment of interest after the day fixed for payment, the rate reserved by the mortgage (which was 5%) ought not to be allowed. But Kay, J., scouted the idea that there was any analogy in regard to land, there was a statutory limit as to the arrears recoverable, whereas as regards personal estate there was not, and therefore all the interest recoverable on the covenant must be paid as the price of redemption; and that the rate reserved being no more than a jury would be directed to give by way of damages for the detention of the money after the day fixed for payment, there was no reason or authority for allowing the mortgagee any lower rate. The question here discussed as to the rate of interest payable after the day of payment has been several times of late discussed in our own Courts, and it may be useful here to notice a passage from the judgment of Cotton, L.J., *In re Roberts*, 14 Chy.D., 52, which is cited by Kay, J., in which that learned judge intimates that there may be a difference in the rate allowed in an action on the covenant, and in a suit for foreclosure or redemption, a distinction, we may observe, touched upon by Boyd, C., in *Muttlebury* v. *Stevens*, *ante* vol. 23, p. 12. The passage we refer to is this, "It is only necessary for me to add that we are not deciding now what rate of interest should be allowed in a suit for redemption, but simply in an action brought for breach of covenant to pay the money on a given day," which Kay, J., states he takes to mean this: "If the mortgagor were coming here to ask for redemption, it is very possible we might say to him that he should not redeem without paying the higher rate; but as it is only a question on the covenant which does not expressly reserve interest after the day named for payment, we will fix as damages a rate of interest lower than that for which the mortgage deed itself stipulates."

PRACTICE—SERVICE OF WRIT—DEFENDANTS SUED IN FIRM NAME—FOREIGN PARTNER—DISSOLUTION OF FIRM BEFORE ACTION—SERVICE ON MANAGER—ORD. IX., R. 6; ORD. XVI., R. 14 (ONT. RULES 265, 317).

Shepherd v. *Hirsch* 45 Chy.D., 231, is a decision of Chitty, J., on a point of