

WILL—CONSTRUCTION—GIFT TO CLASS—REVOCATION BY CODICIL—
INTESTACY.

In re Dunster, Brown v. Heywood (1909) 1 Ch. 16.. In this case the construction of a will was in question. The testator by his will directed his trustees to divide his residuary estate into as many equal shares as he should have daughters who should survive him, or should have died in his lifetime leaving issue him surviving and to appropriate one share to each such daughter, each daughter's share to be settled on herself and her children. By a codicil he revoked the gift of a share to his daughter Lucy. All of his daughters, including Lucy, survived him. The question was whether Lucy's share lapsed and had to be distributed as upon an intestacy, or whether it went to swell the shares of the other daughters. Neville, J., held that the gift was to a class, and therefore there was no lapse as to Lucy's share, but the residue was divisible among the daughters other than Lucy in equal shares.

MORTGAGE—CONSOLIDATION—MORTGAGE IN NAME OF TRUSTEE—
MORTGAGES MADE BY DIFFERENT MORTGAGORS—ASSIGNMENT
OF EQUITY OF REDEMPTION IN SEVERAL MORTGAGES TO SAME
PERSON.

In Sharp v. Rickards (1909) 1 Ch. 109 the plaintiff claimed the right to redeem a particular mortgage. The facts were as follows: One Stead made three separate mortgages on three leasehold houses to the defendants' testator, and assigned the equity of redemption therein to the plaintiff, who subsequently acquired the freehold of another house and granted a long lease of it to one Cooper, who executed a mortgage of it to the defendants' testator. Subsequently the plaintiff got rid of the reversion in this latter house and took an assignment from Cooper of the equity of redemption in the leasehold interest, and claimed to redeem that house. Cooper, it appeared, when he made the mortgage to the defendants' testator was trustee for the plaintiff. The defendants claimed that they were entitled to consolidate the Cooper mortgage with the three Stead mortgages, but Neville, J., decided against that contention, holding that in order to give a mortgagee a right to consolidate mortgages they must have been made by the same mortgagor; and that a mortgagee had no right to go behind the mortgagor to inquire into equitable interests, and the assignment of Cooper's interest to the plaintiff did not give the defendants any better right.