

*Bank v. Ingram*, 16 Chy.D. 53, and *Cockburn v. Edwards*, 18 Chy.D. 449, 457) held that the covenant did not apply to a receipt of rents by a mortgagee, and therefore that he was entitled to the higher rate, notwithstanding the covenant. He doubted, however, whether he would have independently come to the same conclusion.

DOMICIL—INTESTACY—LEX LOCI—LEASEHOLDS—DEVOLUTION OF UNDISPOSED OF ENGLISH LEASEHOLDS BELONGING TO DOMICILED SCOTCHMAN.

*Duncan v. Lawson*, 41 Chy.D. 394, was a case submitted by a Scotch Court, the question being, by what law of devolution certain English leaseholds undisposed of by the will of a domiciled Scotchman were to be governed, whether, as other personal property, by the law of the domicil, of the testator, or as realty by the *lex loci rei sitæ*. Kay, J., determined that they were governed by the latter, and therefore the persons beneficially entitled to take, were the next of kin of the testator, according to the English Statute of Distributions.

COMPANY DEBENTURE MORTGAGE—IMPLIED POWER OF SALE—CONVEYANCING AND PROPERTY ACT, 1881 44 & 45 VICT., C. 41, S. 19, R.S.O., C. 102, S. 18.

In *Blaker v. Herts & Essex Waterworks Co.*, 41 Chy.D. 399, the plaintiffs were mortgagees of the defendant Company's works, etc., under certain debentures issued by them, and the plaintiffs claimed by virtue of the Conveyancing and Property Act, 1881, s. 19 (R.S.O., c. 102, s. 18) that a power of sale was implied in their mortgage, which they claimed the right to enforce, but Kay, J., was of opinion that as the waterworks undertaking was for a public purpose and not a mere private undertaking, the principle of the decision in *Gardner v. London, Chatham & Dover Ry.*, 2 Chy., 201, was applicable, and that the debentures did not confer on the holders a power to sell the undertaking; and he therefore refused to direct a sale, or to continue the appointment of a manager who had been appointed upon an interlocutory application in the action, but he directed the usual accounts and inquiries and appointed a receiver.

WILL—CONSTRUCTION—SURVIVOR.

In *re Roper, Morrell, v. Gissing*, 41 Chy.D. 409, Chitty, J., was called on to construe a will, whereby a testator bequeathed a sum of money to be invested in consols to provide annuities of a specified amount for his widow and four children, and directed that on his widow's death her annuity was to be distributed among his four children; and if either child died, then one-fourth of the fund of consols was bequeathed to the child or children of the deceased child absolutely, and in the event of either of his children dying without issue, he gave the "fourth part or share to which the children of such dying child would have been entitled, unto the survivors of my said children in equal shares." The will contained a residuary gift. One of the testator's children survived the rest, and the question arose on his death, who was entitled to his one-fourth of the fund? Chitty, J., decided that he had become absolutely entitled to the fund as the longest liver, and consequently that his fourth belonged to his representatives.