

manner as they shall seem most expedient, until the youngest of my said children attains the age of twenty-one years," and on the happening of that event he directed then to divide his estate equally among all his children then living. The testator left four children, of whom, at the death of his widow, two were minors, the youngest being in his seventh year. The trustees paid each of the adult children one fourth of the income, and applied the other two fourths for the benefit of the minors equally until 1886, when one of the adult children assigned all his interest under the will to the plaintiff, Henry. The trustees declined to pay one fourth of the income to Henry, whereupon he applied to the Court for the construction of the will. And it was held by the Court of Appeal (Cotton, Fry & Lopes, L.JJ.), affirming North, J., that none of the children had any absolute right to any part of the income prior to the attainment of twenty-one by the youngest child; but that the trustees had an absolute discretion to apply the income for the maintenance, education or advancement of all of the children as they should see fit: but whereas, North, J., held that none of the children had an assignable interest, the Court of Appeal held, that although if the trustees paid a third party to supply the child who had assigned, with goods, that that would not be property that would pass by the assignment, yet if they were to pay or deliver money or goods to him, or appropriate money or goods to be paid or delivered to him, such money or goods would pass by the assignment.

PRACTICE—FORECLOSURE—ORDER FOR POSSESSION—(C.R. 311 a.)

In *Keith v. Day*, 39 Chy. D. 452, a final order for foreclosure having been made without any direction as to the delivery of possession, the plaintiff moved for an order for delivery of possession, and it was held by the Court of Appeal that the plaintiff was entitled to the order and ought not to be put to bring a new action to recover possession.

MORTGAGOR AND MORTGAGEE—AGREEMENT FOR LEASE BY MORTGAGOR—RIGHT OF TENANT TO REDEEM.

In *Tarn v. Turner*, 39 Chy. D. 456, a mortgagor, without the consent or concurrence of the mortgagee, contracted in writing to grant a lease of the mortgaged premises to the plaintiff, who entered into possession under the contract, and subsequently on notice from the mortgagee, paid rent to him. The mortgagee having refused to concur in the lease to the plaintiff, the latter brought an action to redeem the mortgage. The mortgagee contended that a tenant for years had not such an interest in the equity of redemption as entitled him to redeem, and it is somewhat curious that no case could be found in the books in which the right of a tenant for years to redeem had been expressly adjudicated on; but it was held by Kekewich, J., and affirmed by the Court of Appeal (Cotton, Fry & Lopes, L.JJ.) that the tenant was entitled to redeem as being an assignee in part of the equity of redemption.