

faulting trustee had been effectually charged by him with the payment of moneys misappropriated, belonging to the trust estate. The only evidence in favour of the contention was certain memoranda in the books of the deceased, which contained entries of the amounts misappropriated, and against which "Ecc." was set, which was admitted to mean "Ecclesbourne," the name of a house owned by the deceased. There were other similar entries in pencil, which appeared to have been changed. Neville, J., who tried the action, came to the conclusion that none of the entries relied on constituted a sufficient writing within the Statute of Frauds, s. 7, nor did they indicate any present and irrevocable intention on the part of the deceased to declare himself a trustee of the Ecclesbourne property in respect of the moneys misappropriated. In his opinion the entries indicated an intention to create a charge by deposit of deeds which was never fulfilled; and further that the entries were in the nature of trial entries subject to alteration as might suit the interest of the deceased. Therefore, he concluded no effectual charge had been created.

WILL—MISDESCRIPTION—FALSA DEMONSTRATIO.

In re Mayell Foley v. Wood (1913) 2 Ch. 488. In this case a testator had by his will devised "My two freehold cottages . . . Nos. 19 and 20, Castle St." He did not own and never had owned 19 and 20, Castle St., but he did own at the time of the will and at his death "Nos. 19 and 20, Thomas Street," and it was held by Warrington, J., that "Castle Street" ought to be rejected as *falsa demonstratio* merely, and that Nos. 19 and 20, Thomas Street, passed by the devise.

**ADMINISTRATION—LEASE BY TESTATOR—COVENANT BY LESSOR
—SPECIFIC DEVISE OF REVERSION—LIABILITY FOR PERFOR-
MANCE OF COVENANT AFTER LESSOR'S DEATH.**

In re Hughes Ellis v. Hughes (1913) 2 Ch. 491. The facts in this case were as follows. A testator had in 1901, demised certain freehold premises for pottery works, for fourteen years at a rent of £120, and he covenanted in the lease that he would, if required by the lessees during the term, build an additional oven, etc., according to a plan to be made, the lessees paying therefor an additional rent of £10 per cent. per annum on the gross outlay. Part of the new works were erected in the testator's lifetime, but disputes having arisen, nothing further was done. The testator died in 1909, having, by his will, specifically