the use of the word "property," as above, supplied the omission of the words of limitation, and had the effect of giving to each of the devisees all the property which the testator had in the lands devised; but the Judicial Committee of the Privy Council (Lords Watson, Macnaghten, and Morris, and Sir R. Couch) affirmed the judgment of the Supreme Court of New South Wales, holding that the devisees only took a life estate, and that the words "estate" or "property," or any equivalent expression, cannot have the effect of supplying the omission of words of limitation in wills governed by the law, as it stood prior to the Wills Act, unless they occur in the operative part of the devise, and when they are used in other parts of the will by way of reference, as in the present case, they cannot have that effect.

ACT OF BANKRUPTCY.

The Administrator-General v. *Lascelles*, (1894) A.C. 135, may be referred to briefly for the reason that the Judicial Committee (Lords Watson, Hobhouse, and Macnaghten, and Sir R. Couch) have decided that an assignment of the whole of a debtor's property in consideration of a contemporaneous advance and promise of further assistance "in order to enable the debtor to carry on the business, and in the reasonable belief that he would thereby be enabled to do so," is not an act of bankruptcy.

MORTGAGOR AND MORTGAGEE—SALE BY MORTGAGEE AFTER PREVIOUS SALE TO HIMSELF—SALE, POWER OF—INVALID EXERCISE OF POWER.

Henderson v. *Astwood*, (1894) A.C. 150, was an action for redemption of mortgaged property. The mortgage contained a power of sale under which the mortgagee had put the property up for sale by auction, and a son-in-law of the mortgagee was the highest bidder, and the property was knocked down to him; but though ostensibly the purchaser, he was, in reality, acting for the mortgagee. No money passed, but the mortgagee conveyed the property to his son-in-law, and took back a written agreement from him to reconvey when called on. Thereafter the mortgagee went into possession as owner, and made valuable permanent improvements, and subsequently sold the property to the appellant Henderson. The mortgagors contended that the first sale under the power was fraudulent and void, but that it exhausted the power, and the subsequent sale to Henderson was invalid as a sale under the power, and claimed a right to redeem the prop-