

MORTGAGE—REDEMPTION—REMAINDERMAN—TENANT FOR LIMITED ESTATE.

Prout v. Cock, (1896) 2 Ch. 808, was an action for redemption. The equity of redemption had been devised by the mortgagor to his widow during the minority of the plaintiffs, who were infants, and after they attained 21, to the plaintiffs equally. The widow had mortgaged her interest to the original mortgagee, who objected to be redeemed. North, J., on the authority of *Ronald v. Russell*, Younge, 9, held that the plaintiffs, as tenants in remainder, were not entitled to redeem during the currency of the limited estate devised to the widow without, the consent of the owner of that estate, in whom the first right of redemption was vested, and he dismissed the action.

RENT CHARGE—TENANT FOR YEARS, PERSONAL LIABILITY FOR RENT CHARGE.

In re Herbage Rents, Charity Commissioners v. Green, (1896) 2 Ch. 811, was a case which involved a good deal of research into black letter law, the procedure in the action of novel disseisin, etc. The question at issue was simply whether or not a tenant for years of land, out of which a rent charge was payable, wa. liable to an action of debt for arrears of the rent charge. Stirling, J., after a careful review of the authorities, came to the conclusion that though he may be liable to be distrained for the rent charge, yet he is not liable to be sued in debt therefor, except where he actually and deliberately pays the rent charge to some person not entitled.

FOREIGN LAW—LEX FORI—PARTNERSHIP—ADMINISTRATION OF ESTATE OF DECEASED PARTNER.

In re Doetsch, Matheson v. Ludwig, (1896) 2 Ch. 836. The plaintiffs were creditors of a firm carrying on business in Spain, and they sued on behalf of all other creditors of the firm the executors of a deceased partner who were resident in England, for the administration of the estate of the deceased partner, claiming that his estate, after payment of his personal and testamentary expenses and separate debts, was liable for the debts of the firm. The executors set up by their defence that the rights of the partner were governed by the law of Spain, under which the firm's creditors were not