

by deed appoint, with remainder to the children as tenants in common in tail. Subsequently by another deed made in 1855, which recited the deed of 5th September, 1837, but did not refer to the deed of the 9th September, 1837, and reciting their intention to exercise the power in the deed of the 5th Sept. the husband and wife, in exercise of that power "and of every other power or authority enabling them in that behalf," purported to appoint the property to themselves successively for life, with remainder to their son Edward for life, with remainder over to Edward's issue. The husband and wife afterwards died, leaving several children besides Edward. The question was whether this appointment of 1855 could be deemed a valid exercise of the power contained in the deed of the 9th September. North, J., held that it was not, because there was no intention to exercise that power, and the Court of Appeal (Cotton, Lindley, and Fry, L.JJ.) agreed with him; Lindley, L.J., was also of opinion that that power only authorized an appointment in tail, and neither authorized an appointment to the son Edward's issue, nor the appointment of a life estate to him.

MORTGAGE—FETTER ON REDEMPTION—POLICY OF LIFE INSURANCE AS COLLATERAL SECURITY.

The case of *Marquess of Northampton v. Pollock*, 45 Chy.D., 190, illustrates in a very striking and forcible way the rule that all attempts to fetter a mortgagor in his right of redemption on payment of the debt, interest, and costs, are nugatory in a Court of Equity. In this case an insurance company advanced to the late Earl Compton £10,000 on the security of a reversionary interest to which the Earl was entitled contingently on his surviving his father. In accordance with the contract between the parties, the insurance company insured the life of Earl Compton against that of his father for £34,500 in their own office, and provided the premiums until his death. The reversion was charged with principal and premiums and compound interest thereon. It was stipulated that in the event of Earl Compton dying in the lifetime of his father that the proceeds of the policy should belong to the insurance company absolutely. Earl Compton did die in the lifetime of his father without having paid anything in respect of interest, premiums, or principal; and the plaintiff, as his administrator, claimed to be entitled to a declaration that the defendants (who were trustees of the insurance company) were entitled to the insurance moneys as a security only for what was due them, and that he was entitled to any balance that might remain after payment thereof. This relief North, J., held the plaintiff entitled to, and his decision was affirmed by the majority of the Court of Appeal (Cotton and Lindley, L.JJ., Bowen L.J., dissenting). Many such transactions would be fatal to the insurance company. They advanced £10,000, the original loan, and for premiums £3450, making altogether £13,450, and had to pay up £34,500 less the £13,450 and interest thereon. But of course the Court had to treat the case just as if the insurance had been effected with some other insurance company, the mere fact that on this particular policy the defendants, as insurers, had made a loss, could not affect the legal rights of the parties as mortgagor and mortgagees. It is not often, however, that a borrower comes out of a transaction of this kind quite so satisfactorily to himself. It may be well also to observe