

children, as the personal property of a husband dying intestate is distributed between his wife and children, and it is only where there are no children that the property is to be distributed as if the Act had not been passed. It is possible that in the construction of this section, however, some conflict will be found to exist between its provisions and those of R.S.O. c. 108, s. 5, which provides that the real and personal property of a married woman, as to which she dies intestate, is to be distributed as follows: One-third to her husband, if she leave issue, and one-half if she leave none; and subject thereto shall go and devolve as if her husband had pre-deceased her; probably the latter clause as embodying the provisions of a later statute, will be found to over-ride R.S.O. c. 132, s. 23, so far as it conflicts with it.

MORTGAGE—COVENANT BY MORTGAGOR—ASSIGNMENT OF EQUITY OF REDEMPTION—FURTHER CHARGE BY ASSIGNEE—RIGHT OF MORTGAGORS WHO HAVE ASSIGNED, TO RE-CONVEYANCE ON PAYMENT UNDER COVENANT.

In *Kinnaird v. Trollope*, 39 Chy. D. 636, a point of interest as between mortgagee and mortgagor was decided by Stirling J., viz.: that, though a mortgagee who has assigned his equity of redemption has no right of redemption, yet if he is sued by the mortgagee on his covenant he is entitled, on payment of the amount due thereon, to a re-conveyance of the mortgaged property, and that, without paying off the amount of any further charge given by the assignee of the equity of redemption. But the mortgagees in their re-conveyance were held entitled to reserve their right of redemption in respect of the further charge.

POWER OF APPOINTMENT—CORRUPT BARGAIN INDUCING APPOINTMENT—FRAUD ON POWER.

Whelan v. Palmer, 39 Chy. D. 648, is a case illustrating the law of powers, and the necessity of their bona fide execution. In this case a man had a power to appoint a jointure not exceeding £200 in favor of his wife. He had fallen out with his wife, and was living with another woman by whom he had had a child. With a view solely to benefiting his mistress, he proposed to execute the power in favor of his wife, provided she would agree to assign thereout to the mistress £60 a year, which she did; and it was held by Kekewich, J., that the bargain was corrupt, and a fraud on the power, and therefore that the appointment was altogether void, although if it had appeared that the husband had intended to benefit his wife to any extent, the appointment might have been upheld *pro tanto*.

TRUSTEE—INVESTMENT—CONTRIBUTORY MORTGAGE—BREACH OF TRUST.

The only point decided in *Webb v. Jonas*, 39 Chy. D. 660, by Kekewich, J., is that in the absence of an express power, it is a breach of trust for trustees having an ordinary power to invest on real securities, to invest in a contributory mortgage of freeholds, i.e., a mortgage in favor of the trustees and other persons as mortgagees.

PLEDGE—CHATELS STORED IN ROOM—DELIVERY OF KEY—POSSESSION—BILL OF SALE.

In *Hilton v. Tucker*, 39 Chy. D. 669, it was held by Kekewich, J., that it is not essential to a valid pledge that the advance and delivery of possession should