

RECENT ENGLISH DECISIONS.

PARTNERSHIP—MORTGAGE OF SHARE OF PARTNER.

In *Whitham v. Davey*, 30 Chy. D. 574, the question arose as to the date at which a mortgagee of a share of a partner in the partnership, was entitled to have the account of the mortgaged share taken. North, J., held that the proper date at which the share should be ascertained, was the date of the commencement of the action to enforce the mortgage, but if there had been a prior dissolution of the partnership, then the date of such dissolution would have been the proper date.

BILL OF EXCHANGE—FOREIGN ENDORSEMENT—
CONFLICT OF LAWS.

A question of mercantile law came up in *re Marseilles Extension Ry. Co., Smallpage's and Brandon's cases*, 30 Chy. D. 598. Bills of exchange were drawn in France by a domiciled Frenchman, in the French language in English form, on an English company who duly accepted them. The drawer endorsed them to an Englishman in England. The acceptors disputed their liability to the latter on the ground that the endorsements were invalid according to French law, but it was held by Pearson, J., that the endorsements being valid according to English law the endorsee was entitled to recover; the form of the bill leading to the conclusion, that, as between the drawer and acceptors, they were intended as English bills. The contest arose upon the winding up of a company, and though the liquidator failed in the contest, it was held that the costs should not be awarded against him personally, but should be borne by the estate.

WILL—DEVISE OF ONEROUS PROPERTY.

The simple question in *Syer v. Gladstone*, 30 Chy. D. 614, was whether a person entitled under a will to a freehold house and the furniture and effects therein for life, could—there being a mortgage on the house—enjoy the use of the furniture without also keeping down the interest on the mortgage, and Pearson, J., held that he could.

FORFEITURE CLAUSE ON BANKRUPTCY.

Robertson v. Richardson, 30 Chy. D. 623, is a case turning upon a clause in a settlement for forfeiture, in case of bankruptcy. The property in question was settled upon the husband of a married woman after her death for his

life, with a gift over in the event of his bankruptcy or liquidation. In 1881 he filed a liquidation petition under which, in October, 1881, a trustee was appointed. In January, 1883, he obtained a discharge. In April, 1884, the wife died. In March, 1885, the trustee assigned to the husband, for value, all the property belonging to him at the commencement of the liquidation, and devolving on him subsequently up to the date of the discharge, other than that which had been already received by the trustee. The liquidation was never formally closed, but the trustee had never made any claim to the settled fund. Pearson, J., held that the forfeiture had taken effect, for the reason that the wife having died in April, 1884, the bankrupt in June, 1884, would have been entitled to receive an apportioned part of the income, or, at any rate, would have been entitled to receive the income six months after his wife's death, and at that time he had no protection from the trustee in the liquidation, who, therefore, but for the forfeiture clause, would have been entitled to receive the income, and was the only person who could have given a discharge for it, and on this ground, viz., that a right to receive the income had accrued during the bankruptcy, he distinguished the case from *Whyte v. Chitty*, 1 Eq. 372; *Lloyd v. Lloyd*, 2 Eq. 722; and *Ancora v. Wadell*, 10 Chy. D. 157.

EXPROPRIATION OF LAND—TAKING MORE THAN
IS NEEDED.

Teuliers v. St. Mary Abbots, 30 Chy. D. 642, is a case very similar to *Gard v. Commissioners of Sewers*, 28 Chy. D. 486, noted *ante*, vol. xxi., p. 210. A municipal body, for the purpose of widening a street, required part of the buildings and site of an orphanage, leaving a substantial part of the premises not actually required, and it was held by Pearson, J., that the owners wishing to sell only the part actually required, the municipality could not take the whole.

CONVERSION—REAL ESTATE—ELECTION TO TAKE PERSONALTY AS REALTY.

The only remaining case to be noticed in the Chancery Division is *In re Lewis, Foxwell v. Lewis*, 30 Chy. D. 654. In this case a testator being entitled to a house, of which he had agreed to grant a lease for twenty years