apparently hollowed out of a large oak tree, and supposed to be 2,000 years old, was discovered about six feet below the surface. The action was brought to compel the defendants to deliver up this boat, and it was held by Chitty, J., that the boat, whether regarded as a mineral, or as part of the soil in which it was embedded when discovered, or as a chattel, did not pass to the lessees by the demise, but was the property of the lessor, though he was ignorant of its existence when granting the lease.

RAILWAY COMPANY — UNPAID VENDOR — LIEN FOR PURCHASE MONEY—INJUNCTION.

In *Allgood* v. *Merrybent & Darlington R. W. Co.*, 33 Chy. D. 571, Chitty, J., granted an injunction restraining the defendants from using the plaintiff's land, which they had expropriated, but had not paid for. An order to wind up the company had been made, and the present action was brought to enforce the plaintiff's vendor's lien. An order for payment of the purchase money had been made, but not complied with, and it was proved that the land would be unsaleable at the price agreed to be paid by the company. At page 575 he says:

It is said that the public will be inconvenienced. That probably is so, but the public have no rights as such against an unpaid vendor.

We may observe, that in *Slater* v. *Canada Central*, 25 Gr. 363, it seems to have been assumed, that the only remedy in such cases to enforce the lien is by sale.

MARRIED WOMAN—FUNERAL EXPENSES—SURETY—(R. S. O. c. 116, s. 2).

In re McMyer, Lighthouse v. *McMyer*, 33 Chy. D. 575, two points were decided by Chitty, J. First, that when a married woman dies leaving separate estate, and having made a will in pursuance of a power whereby her husband is appointed executor, he is entitled to retain out of her estate the expenses of her funeral, although such estate is insufficient to pay creditors, and the will contains no direction for payment of debts, or funeral expenses. And second, that the right of a co-surety under the *Mercantile Law Amendment Act* (R. S. O. c. 116, s. 2), who has satisfied a judgment obtained by the creditor against the debtor and his sureties, to stand in the place of the judgment creditor, is not affected by the fact that the surety has not obtained an actual assignment of the judgment.

BANKER'S LIEN—MEMORANDUM OF DEPOSIT

In re Bowes, Strathmore v. *Vane*, 33 Chy. D. 586, North, J. decided that when a customer deposited a life policy with his banker, accompanied by a memorandum of charge to secure overdrafts not exceeding a specified amount, the lien of the banker was limited to the amount specified, and he could not assert a general lien.

TRUSTEE ACT, 1850—BANKRUPT TRUSTEE — REDUCING NUMBER OF TRUSTEES.

In re Gardner's Trusts, 33 Chy. D. 590, was an application under the *Trustee Act*, 1850. One of three trustees had become bankrupt and absconded. The application was to appoint the two solvent trustees in place of themselves and the bankrupt, and for an order vesting the trust estate in them, on the ground of great difficulty in getting a third person to act as trustee. This North, J. declined to do, on the ground that the court will not reduce the number of trustees of a continuing trust: and also because there is no power to appoint existing trustees to be new trustees.

SETTLED ESTATE—SANCTION OF COURT—COVENANT TO RENEW LEASE AT A FUTURE TIME—APPOINTMENT OF NEW TRUSTEES.

In re Farnell, 33 Chy. D. 599, it was held by North, J., that the court has no power under the English *Settled Estates Act*, 40 & 41 Vict., c. 18, ss. 4 & 5, to sanction a sub-lease of settled land (held under a renewable lease), for the unexpired residue of the time, with a covenant for the extension of the time by a further sub-lease after the renewal of the head lease. Because, as regards the further lease, it would not be a lease taking effect in possession. We need hardly point out that under the R. S. O. c. 40, s. 85, the court has no greater power, and that such a covenant would be equally beyond the jurisdiction of our courts to sanction.

It was also held by North, J., that where some of the trustees of a will had died, and the will contained a power for the trustees or trustee to appoint new trustees, that the taking of a renewal lease of part of the trust estate to persons described as "the present trustees," and to which the surviving trustee was a party, and in which the demise was expressed to be by his direction, was a sufficient appointment of the new trustees.