

REVIEW OF CURRENT ENGLISH CASES.

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WILL.—CONSTRUCTION.—BEQUEST OF ARREARS OF RENT.—ACCRUING RENT.—APPORTIONMENT.—NET OR GROSS RENTS.

In re Ford, Meyers and Molesworth (1911) 1 Ch. 455. A tenant for life of settled estate by her will bequeathed to the person who on her death should become entitled to the possession of the estates "all arrears of rent in respect of the same estates which shall then be due me." The testatrix died on the 4th March, the rents were payable quarterly, but by the custom of the estate they were collected half-yearly on 29th September and 25th March. The questions Eady, J., was called on to decide were, what rents passed by the bequest and whether it carried the gross rents, or merely the net rents, after deductions for outgoings, and collection, and he held that the bequest carried not only all rents unpaid at the preceding 29th September but also the rents which fell due at Christmas, and a proportionate part of those which had accrued since Christmas and up to the death of the testatrix; and that the legatee was entitled to the gross rents without any deductions.

MORTGAGOR AND MORTGAGEE.—TENDER BY MORTGAGOR.—DUTY OF MORTGAGEE ON TENDER BY MORTGAGOR.—RE-CONVEYANCE.—REDEMPTION.—COSTS OF ACTION.

Rourke v. Robinson (1911) 1 Ch. 480. This was an action by a mortgagor for redemption. He had given notice to the mortgagee of his intention to pay off the mortgage, and at the appointed time had tendered the full amount due and demanded the execution of a re-conveyance indorsed on the mortgage which had previously been settled between the parties, but the mortgagee's solicitor refused to get his client to execute the re-conveyance until after the money had been actually paid over, consequently when the money was tendered the re-conveyance was not ready to be delivered and the mortgagor then refused to pay the money, and brought the present action for redemption, and Warrington, J., held that the defendant was bound contemporaneously with the tender of the money to hand over the re-conveyance, and the title deeds in his possession, and that therefore he was liable for the costs of the action, and that he was not entitled to any interest or costs subsequent to the date of the tender.