In this case the power of sale in the mortgage did not contain the usual proviso that notice should be given, or the interest should be three months in arrear; and as it was not shown that the mortgagee explained to his client that the power was not in the usual form, it was held (i) that a sale under the power was an improper sale unless it could be shown that some interest was three months in arrear; and (ii) also that the fact that the mortgagee had received rents to an amount more than sufficient to pay the interest, would not by itself prove that there was no interest in arrear if no appropriation was shown to have been made. As to the first point the M. R., indeed, expresses an opinion, (p. 456,) that as the client had a right to be informed what the terms were upon which the estate could be sold, the absence of such information was of itself sufficient to make the sale improper, whether there was interest in arrear or not; while as to (ii), he says:—"A mortgagee in possession first deducts expenses, and then what remains goes against principal and interest, but till an account is taken there is no set-off, there is no appropriation of the rents," and he declares the dictum wrong in *Brocklehurst* v. *Jessop*, 7 Sim. 438, that receipt of rents is *prima facie* payment. It was also held (iii) that the difference between party and party costs, and solicitor and client costs of the present action could not be given to the plaintiff by way of damages, as Brett, L. J., says, p. 462:—"The law considers the extra costs which are disallowed on taxation between party and party as a luxury for which the other party ought in no case to be liable, and they cannot be allowed by way of damages."

Passing by *Parker* v. *Wells*, p. 477, a case on the subject of discovery, which we noted among our recent English Practice cases, *supra* p. 44, we reach *Ex parte Best, in re Best*, p. 488.

BANKRUPTCY—PRESENCE OF DEBTORS AT CREDITORS' MEETING.

Here it was decided that the meaning of section 126 of the Imp. Bankruptcy Act, 1869, which requires that "the debtor, unless prevented by sickness or other cause satisfactory to such meetings, shall be present" at the meetings of his creditors to consider a proposed composition, (compare Insolvent Act, 1875, Dom. s. 23), is that the debtor must, as a rule, be personally present at such meetings, and that it is not sufficient that he should be in a room immediately adjoining that in which a meeting is held, ready to be called in if the creditors wish to examine him, even though the creditors are informed of this.

Ex parte Williams, p. 495, is another case under the Bankruptcy Act, in which it was held that when the Registrar is satisfied, either from the small amount of composition offered or otherwise, that resolutions accepting a composition have been passed in the interest of the debtor, and not for the benefit of the creditors, it is his duty to refuse to register them, under s. 126 of the Imp. Act, 1869, even though no creditor opposes the registration. It seems well to note this decision as it might be held to apply to the case where the Court or Judge is applied to to confirm a proposed composition and discharge, under s. 54 of our Insolvent Act, 1875.

POWER OF APPOINTMENT—WILLS ACT.

The next case *Freme* v. *Clement*, p. 499, raises "an entirely new point," and one which the M. R. consequently decides upon principle, "that is, principle to be extracted from former decisions, from the general rules of the Court, and from the nature of the law." Without attempting to sketch his somewhat elaborate reasoning, it seems sufficient to say that the new point thus decided is as follows:—An instrument exercising a special or general power of appointment over property must be executed and construed according to the rules for the time being applicable to instruments of that kind, although the power may have been created before but exercised after, an alteration in the law as to the construction and mode of execution of