

vested, which the representative of the tenant for life submitted to make good, and Eady, J., held that on the loss being made good the estate of the tenant for life was not liable to account for the extra interest.

WILL—CHARITY—"THE ORMOND HOME FOR NURSES"—MATERNITY NURSES FOR THE POOR—TESTATRIX HERSELF "THE HOME."

In re Webster, Pearson v. Webster (1912) 1 Ch. 106. Whether a good charitable gift had been made was the question in this case. A testatrix had carried on during her lifetime a small private establishment which she called "The Ormond Home for Nurses," in which she herself acted and procured some others to assist her, to whom she paid wages, as maternity nurses for poor people; for which services a small charge was made according to the ability of the patients to pay. She left a will whereby she bequeathed her properties to "The Ormond Home for Nurses." It appeared that the testatrix carried on the business in a small rented house into which she also received persons to train as nurses, and also a few pupils who paid fees, for whom she provided lectures by a qualified medical expert. It was contended that the Home was not a charity, and when the testatrix died it ceased to exist, and that before there could be a *cy près* application there must be a general charitable intent and not a mere gift to a non-existent institution. Joyce, J., came to the conclusion that the disposition was a good charitable gift, and that a scheme should be directed for its application.

ASSIGNMENT OF CHOSE IN ACTION—FRAUD OF ASSIGNOR—EQUITY OF DEBTOR TO SET UP FRAUD OF ASSIGNOR AS AGAINST ASSIGNEE—DAMAGES AGAINST ASSIGNOR—JUD. ACT (36-37 VICT. C. 66), s. 25(6)—(ONT. JUD. ACT, s. 58(5)).

Stoddart v. Union Trust Co. (1912) 1 K.B. 181. In this case by the result of certain interlocutory orders, two distinct actions between different parties were amalgamated and tried together. That this is a legitimate result of the Judicature Act we take leave to doubt. The facts of the case as developed in this double-barrelled action were as follows. One Price sold a newspaper to the defendant for £1,000, the defendant paid £200 in cash and bound himself by contract to pay Price the balance of the purchase money of £800. This contract Price assigned to the plaintiff, for value and without notice of any fraud on the