

maintenance and education of the minor, and should apply the residue on the trusts declared of the residuary personal estate. And there was the further proviso, that if any person for the time being entitled to the possession or to the receipt of the rents and profits of the estate should succeed to the title of Earl of Rothes, then the estate should devolve on the person who would be entitled had the person who should so succeed died without issue. The defendant, while an infant, became tenant in tail, and the trustees, in accordance with the will, went into possession or receipt of the rents. While still an infant he succeeded to the title of the Earl of Rothes. Did the shifting clause take effect? was the question to be solved. Kekewich, J., held that it did not, because the defendant was not in possession or receipt of the rents and profits when he succeeded to the title, the trustees being the persons in possession. This judgment was affirmed by the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.), who considered that, whatever the meaning of the testatrix might really have been, it was not so explicitly expressed as to enable the shifting clause to operate to the destruction of the prior gift.

PRACTICE — LUNATIC—JUDGMENT CREDITOR—EXECUTION—RECEIVER—MAINTENANCE OF LUNATIC—MAINTENANCE OF LUNATIC'S WIFE.

*In re Winkle*, (1894) 2 Ch. 519; 7 R. July 91, the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) determined that where a lunatic's property is under the control of the court, although the lunatic is entitled to maintenance out of his property in priority to his creditors, yet that rule does not extend to the maintenance of the lunatic's wife also, and that, subject to proper provision for his maintenance, his creditors are entitled to be paid. In this case, prior to the appointment of a receiver, the creditor had lodged an execution in the sheriff's hands against the lunatic, but that fact was held not to give the creditor priority as against the claim for maintenance of the lunatic himself.

VENDOR AND PURCHASER—CONDITIONS OF SALE—INTEREST ON PURCHASE MONEY—“WILFUL DEFAULT” OF VENDOR—DELAY—DEFECTIVE ABSTRACT.

*In re Mayor of London & Tubbs*, (1894) 2 Ch. 524; 7 R. July 101, a sale of land had taken place subject to a condition “that if from any cause whatever, other than the wilful default on the