

giving effect to, any defence, either legal or equitable, to the plaintiff's claim taken as a whole, and that, in such actions, the court is not bound to give effect to a plaintiff's legal title as mortgagee in respect of any part of his claim, if there be any good ground disclosed by the defendant why, in law or equity, the plaintiff is not entitled to the position which he claims to hold as mortgagee. This, far from contravening the provisions of The Judicature Act, seems to us really carrying out its spirit and intention.

### CURRENT ENGLISH CASES.

#### INJUNCTION—PARTNERSHIP—LUNATIC PARTNER—JURISDICTION

*J. v. S.*, (1894) 3 Ch. 72; 8 R. Aug. 223, was an action for the dissolution of a partnership, and the plaintiff applied for and obtained an interim injunction restraining the defendant, who was of unsound mind, from interfering with the partnership business. On the motion to continue the injunction to the trial, it was contended that there was no jurisdiction to grant an injunction in such a case: but Stirling, J., held that there was, and continued the injunction until judgment in the action, or further order.

#### MARRIAGE SETTLEMENT—COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY—PROPERTY ACQUIRED AFTER TERMINATION OF COVERTURE—AMBIGUITY—RECITALS.

*In re Coghlan, Broughton v. Broughton*, (1894) 3 Ch. 76; 8 R. Aug. 162, the question presented for decision was the proper construction of a covenant contained in a marriage settlement, whereby the wife had covenanted with the trustees that, "if at any time after the marriage and during the life" of the wife, any personal property should be given or bequeathed, or come to her or the husband in her right, the husband and wife would settle the same: the point in controversy being whether or not the covenant extended to property acquired by the wife after her husband's death. Kekewich, J., held that it applied only to property acquired "during their joint lives": but that the covenant was ambiguous, and that the ambiguity might be aided by reference to the recitals, and that from them it could be collected that the covenant was only intended to apply to property acquired during the joint lives of the husband and wife: but even