

testatrix' death, and then to give it to Ellen Harris, should she remain in the testatrix' service until her death. The testatrix had previously told Ellen Harris that, if she would continue in her service until her death, she would leave in the care of her solicitor a present for her beyond what she might leave to her by her will. Ellen Harris remained with the testatrix until her death, and the note continued in her solicitor's hands, and she had never revoked the directions she had given him about the note. The question was whether there had been a valid gift of the promissory note, and North, J., held that there had; that the solicitor had been constituted a trustee of it, and that he might hand it over on the prescribed conditions being fulfilled, and that Ellen Harris was therefore entitled to prove for the amount of the note against the estate of the testatrix.

MORTGAGOR AND MORTGAGEE—REDEMPTION ACTION—MORTGAGEE IN POSSESSION, OVERPAID—RESTS—COSTS.

*Ashworth v. Lord*, 36 Chy. D. 545, was an action for redemption brought by an assignee of the equity of redemption. The defendants set up the Statute of Limitations, and claimed that a large amount was still due to them. The defence of the statute was overruled, and the usual accounts ordered, and in case it should appear defendants were overpaid, further consideration was adjourned. The result of the accounts showed that the defendants, who went into possession in 1857, had been fully paid in November, 1866, and that a balance of £618 was due from the defendants; and it was held on further consideration by North, J., that the defendants were liable to have the account taken with annual rests from the time the mortgage was fully paid, following *Wilson v. Metcalfe*, 1 Russ. 530, and must also pay the costs of the action.

STATUTE OF LIMITATIONS—TENANTS IN COMMON—RECEIPT OF RENTS BY FATHER AS BAILIFF FOR INFANT SON.

*In re Hobbs, Hobbs v. Wade*, 36 Chy. D. 553, is a decision of North, J., upon a question arising under the Statute of Limitations. A father became in 1870 tenant in common with his two sons, Samuel and John. John was then an infant, and attained twenty-one in 1877, and died in May, 1884, and his share descended to his brother Samuel. The father and sons were entitled to the estate in the following proportions: The father was entitled to one moiety, the sons were entitled to one-fourth each, but subject to the right of the father to one-half of the rents of their respective shares so long as he remained a widower. In 1870 the father entered into the receipt of the whole rents, and continued in possession for more than twelve years without accounting to his sons for their shares, or acknowledging in writing their title. In February, 1884, the father married again, and in November, 1884, he died; and it was held that as to the one-eighth share to which John became entitled in possession in 1870, his father must be deemed to have been in possession as his bailiff, and therefore Samuel was entitled to the whole of John's share, but that his title to his own one-eighth, to which he was entitled in possession in 1870, was barred by the Statute of Limitations. See *In re Taylor*, 28 Gr. 640.