

Appeal (Lindley, Fry, and Lopes, L.JJ.) decided that in a suit against an executor for a legacy the executor may set up the Statute of Limitations as a bar to its recovery, notwithstanding he is an implied trustee of it; this being, as we have already observed, contrary to the ruling of the Ontario Court of Appeal in *Cameron v. Campbell*, 7 A.R. 361. In a late case, *Strader v. Harkness* (not yet reported), Boyd, C. we believe has also held that a defence of the Statute of Limitations is a good defence to an action against an executor for a legacy when there is no express trust.

WILL.—CONSTRUCTION—"SHARES," MEANING OF—DEBENTURE STOCK.

*In re Bodman. Bodman v. Bodman* (1891), 3 Ch. 135, the sole point for adjudication was whether under a bequest of all a testator's "shares" in a public company his debenture stock would pass. The testator at the time of his will had ten £10 shares and £200 of debenture stock in the company, and Chitty, J., held that the debenture stock did not pass, because by the Companies' Act there was a material difference between the ordinary proprietary shares and debenture stock of a company, the holders of the latter not being members of the company and having no right to vote at any meeting of the company, and being entitled merely to a fixed rate of interest whatever the net profits might be. A *dictum* of James, L.J., in *Attree v. Howe*, 9 Ch.D. 649, that debenture stock "is of the same nature as other stock of a company," is to be understood, not as an absolute and unqualified statement, but merely in relation to the point decided in that case.

SOLICITOR'S LIEN—TITLE DEEDS HELD BY MORTGAGEE—COSTS OF MORTGAGEE'S SOLICITOR—PAYMENT OF MORTGAGE—MORTGAGOR'S RIGHT TO HIS DEEDS.

*In re Llewellyn* (1891), 3 Ch. 145, Chitty, J., reaffirms a well-established principle in regard to the law governing a solicitor's lien, viz., that a solicitor's right of lien on deeds is limited to the interest of his client in the deeds; and if his client is bound to deliver up the deeds, his solicitor cannot retain them for costs due by his client. In this case the deeds in question were held by the solicitor as solicitor for a mortgagee: the mortgagor had paid off the mortgage and obtained a release from the mortgagee, and claimed to have the title deeds delivered up to him. The solicitor refused to deliver up the deeds, claiming a lien thereon for costs due to him by the mortgagee for costs of an attempted sale of the mortgaged property incurred on the instructions of the mortgagee. Chitty, J., ordered the solicitor to deliver up the deeds and pay the costs of the application. It may be well to notice that the order was made on a summary application in the matter of the solicitor; and but for the fact that the deeds had originally come to the solicitor's hands as solicitor for the mortgagor, it would have been necessary to bring an action to recover them.

WILL.—CONTINGENT REMAINDER—EXECUTORY DEVISE.

*Dean v. Dean* (1891), 3 Ch. 150, is a decision of Chitty, J., on one of those knotty points of real property, which arose upon the construction of a will, the