

Appeal (Lindley, Smith, and Rigby, L.J.J.) refused to grant leave to appeal on the ground that since the judgment sought to be appealed from had been pronounced a statute had been passed which had altered the law in favour of the applicant's contention, and was retrospective in its operation. The Court held that the Act was not intended to affect judgments given before it was passed.

TENANT FOR LIFE—REMAINDER-MAN—PAYMENT OF CHARGE ON INHERITANCE BY
TENANT FOR LIFE—PRESUMPTION OF INTENTION TO KEEP CHARGE ALIVE—PAR-
ENT AND CHILD.

In re Harvey, Harvey v. Hobday, (1896) 1 Ch. 137, a testator by his will devised certain real estate then subject to a mortgage, to his widow for life, with remainder to his children. Out of the rents of the property the widow paid off the mortgage, and she having died, her executors claimed to be entitled to a charge on the property for the amount so paid on the mortgage, so far as it represented capital. It was contended on behalf of her children entitled in remainder, that, owing to the relationship existing between them and the tenant for life, she must be presumed to have paid off the mortgage for their benefit. The Court of Appeal (Lindley, Smith and Rigby, L.J.J.) came to the conclusion that the ordinary presumption that a tenant for life who pays off a charge does so with the intention of keeping it alive, is not rebutted by the simple fact that the relationship of parent and child exists between the tenant for life and the persons entitled in remainder, and beyond that there were no other circumstances in the present case. The decision of Kekewich, J., to the contrary was therefore reversed.

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1883 (46 & 47 VICT., C. 57), s.60; (R.S.C., C. 63, s. 22.)

Harper v. Wright, (1896) 1 Ch. 142, might, perhaps, be considered another proof, if proof were needed, that the supposed infallibility of Judges of first instance on questions of fact, does not rest on a very sound foundation. In the present case, the simple question at issue was whether or not a stove manufactured and sold by the defendants was an in-