

by the Statutes of Limitations; but Warrington, J., held that although that was undoubtedly the case there was nothing in the statutes which had the effect of barring their claim on the moneys in Court and he therefore held that the mortgagors were not entitled to the money except upon the terms of their paying the mortgage debt with interest at 5% from the date of the mortgage.

VENDOR AND PURCHASER—SETTLEMENT—POWER OF APPOINTMENT
—TRUSTEES DIRECTED TO PAY AND TRANSFER—POWER OF SALE
—OUTSTANDING LEGAL ESTATE—DEDUCING TITLE.

In re Adams & Frost (1907) 1 Ch. 695, two points were involved. By a marriage settlement the trustees were empowered on the death of the husband and wife "to pay and transfer" the trust estate pursuant to the will of the survivor. The settlement also contained a power for the trustees to sell the property. The husband died and by his will appointed the property to the trustees of his will with power to them to sell. They having sold the question was raised by the purchaser whether they or the trustees of the settlement had the power to sell and Warrington, J., held that as the trustees of the settlement were "to pay and transfer" the estate to the trustees of the will, the power of sale in the settlement was superseded and the trustees of the will were now the proper persons to sell and had a right to call for the conveyance of the legal estate. The second point arose on a condition of sale which provided that every deed or instrument which should be necessary for getting in any outstanding estate or interest for completing the vendors' title should be prepared by and at the expense of the purchaser, who should also bear the expense of doing every act needed for perfecting the assurance by all parties other than the vendors. This the vendors claimed threw upon the purchaser the expense of deducing title to the legal estate, but Warrington, J., held that it did not, that the vendors were bound to deduce the title, and having done so, the condition merely required the purchaser to bear the expense of any conveyance needed for getting it in.

HIGHWAY—DEDICATION—LESSEE—USE OF LAND BY SUB-LESSEES
INCONSISTENT WITH DEDICATION.

In Corseilis v. London County Council (1907) 1 Ch. 704 the next point decided by Neville, J., is that it is not possible for a lessee of land to make an effectual dedication of any part of the