Recent English Decisions.

PRACTICE—RECTIFICATION OF ORDER MADE UNDER MISTAKE — TRUSTEE — SUMMARY ORDER FOR PAYMENT AGAINST TRUSTEES' SOLICITOR.

In *Staniar* v. *Evans*, 34 Chy. D. 470, an order had been made directing a trustee to pay a balance of the trust fund amounting to £1,596 found to be in his hands into court, and authorizing his solicitors to deduct their costs from a sum of £660, part of the £1,596 which had come to their hands. This order was made on the supposition that the trustee was solvent, but it subsequently appeared that at the time the order was made the trustee was hopelessly insolvent, and an application was then made in the cause, and in the matter of the solicitors to compel the solicitors to pay the trust fund in their hands into court without any deduction for costs, which application North, J., granted, holding that the former order was erroneous in authorizing a deduction for costs, as that could only be properly directed when the trustees was solvent and able to pay the balance into court, and notwithstanding the former order, he made the order asked against the solicitors.

ADMINISTRATION OF ESTATE—PAYMENT OF DEBTS—DEFICIENCY OF GENERAL PERSONAL ESTATE—CONTRIBUTION—PORTIONS CHARGED ON REAL ESTATE.

In *Re Saunders-Davies*, *Saunders-Davies* v. *Saunders-Davies*, 34 Chy. D. 482, is a decision of North, J., upon a question arising in an administration action. The testator devised his real estates to his widow for life, remainder to trustees to raise £5,000 a piece for each of his younger children, remainder in strict settlement. The general personal estate was insufficient to pay the debts, and consequently the specifically bequeathed personal estate, and the real estate specifically devised had to contribute to make good the deficiency, and it was held that as between the portioners and the persons entitled to the real estate, the former was not bound to contribute to make good the deficiency, and that as between the real estate and the specifically bequeathed personalty, the former must contribute in proportion to its full value without any deduction in respect of the portions.

PAWNBROKER—REDEEMABLE PLEDGES—EXECUTION.

The short point decided by North, J. *In re Rollason*, *Rollason* v. *Rollason*, 34 Chy. D. 495, is, that a pawnbroker's interest in redeemable pledges may be taken in execution under a *fi.-fa.*

SOLICITOR—COMMON ORDER TO TAX—RETAINER.

In re Herbert, 34 Chy. D. 504, it was held by North, J.; that although under the common order to tax a solicitor's bill obtained by the client, the latter cannot dispute the retainer as to the whole bill, yet he may do so as to particular items or heads. In this case the bill of costs was divided into general costs, and costs relating to a particular matter. On the taxation the whole of the latter costs, except two small items, were taxed off as having been incurred without proper authority, and the taxation was upheld.

PRACTICE—SPECIAL INDORSEMENT—SPEEDY JUDGMENT—ORD. XIV. R. 1 (ONT. RULE 80).

Imbert-Terry v. *Carver*, 34 Chy. D. 506, was a motion for judgment under Ord. xiv., r. 1 (Ont. Rule 80). The writ was indorsed with claims for foreclosure or sale, and a receiver, besides payment of the debt and interest, and it was held by North, J., that it was not a specially indorsed writ within the meaning of Ord. xiv., r. 1, and the motion was refused.

POLICY OF LIFE INSURANCE—WIFE AND CHILDREN.

In re Seyton, *Seyton* v. *Satterthwaite*, 34 Chy. D. 511, North, J., dissented from a decision of Chitty, J., *In re Adams*, 23 Chy. D. 525. The point for decision was the proper construction of a policy of life assurance taken out on the life of the assured, for the benefit of his wife and children. It was contended that the wife was entitled to the whole amount of the policy for life with remainder to the children, but North, J., held that the wife and children were equally entitled as joint tenants.

WILL—CONSTRUCTION—MISDESCRIPTION.

In re Knight, *Knight* v. *Burgess*, 34 Chy. D. 518, is another case of construction. A testator by his will gave the lease of the house in which he should be living at the time of his decease to his wife. At the date of the will he was living in a house which he held for a short term at a rack rent; about six years afterwards he purchased a freehold house, to which he removed, and in which he died. It was claimed by the widow that the freehold house passed under the devise of the lease, but North, J., held that it did not.

CHARITABLE BEQUEST—SCHEME.

A question arose *In re Lea*, *Lea* v. *Cooke*, 34 Chy. D. 528, whether a legacy of £4,000 be-