and, if necessary, to rebuild any farm-building from time to time. The buildings being in a delapidated state at the testators death, a question arises between the tenants for life and those in remainder, as to the construction of the Will in this respect.—*Held*, that the mansion-house and messuages must be repaired out of the annual rents and profits. That the rebuilding applies to farm-houses, and them only in case of their being incapable of repair, or in case of the expense of rebuilding being no greater, regard being had more to the nature, age, dimension and structure—than the cost of putting them into good repair.

L. J. TASSEL v. SMITH. *July 13, 14.*

Mortgage—Redemption—Tacking—Two mortgages to different trustees for the same mortgagee—Bankrupt Mortgagor.

R. mortgaged an estate in 1832, to three persons, and in 1836 joined as surety with N. in another security, by which he mortgaged a policy of assurance on his own life to the plaintiffs. The Mortgagees in both securities were the auditors for the time being of the same insurance company, and the monies advanced belonged to the company; of which fact R. had notice. Afterwards R. mortgaged the estate comprised in the first mortgage of 1832 to the defendants, and then became bankrupt. The property comprised in both mortgages was sold, but the property comprised in the mortgage of 1836 was insufficient to pay the debt secured thereby. *Held*, (on a special case for the opinion of the Court), that the plaintiffs, as representing the company, were entitled to be paid the deficiency out of the proceeds of the mortgage of 1832, in priority to the defendants; and that the facts of the two mortgages being made to the Company in the names of two separate sets of trustees, and of the mortgagor having become bankrupt, made no difference.

M. R. DRAKE v. WILLIAMSON. *July 7, 8, 26.*

Trustee—Reimbursement—Lien.

Trustees for building a chapel having expended thereon money borrowed on their own security, with a deposit of the chapel deeds made on their own authority, and having been compelled to repay the amount.—*Held*, to have a lien on the deeds, but not to be entitled to a sale of the property to reinburse their outlay.

V. C. K. FITZWILLIAMS v. LONG. *July 26.*

Will—Construction—Vested interest—Gift to children equally on attaining 21.

When there is a gift of dividends, to one for life, and after his death the whole principal to be paid and divided between and among his children, in equal shares, on their respectively attaining the age of 21 years, those only who attain 21 take.

V. C. W. RE HOOPER'S TRUSTS. *July 30, 31.*

Married woman—Equity to a settlement.

A married woman, whose husband had been insolvent, became entitled to a sum of £200, and to the income of £400, which was devisible after her death amongst her nine children.

The Court settled the whole £200 upon her, without giving any portion of it to her husband's assignee in insolvency.

V. C. K. ROGERS v. WATERHOUSE. *July 28.*

Vendor and purchaser—Specific performance—Doubtful title—Estate.

In a suit for specific performance, when the title depends upon a will, the court will not put a construction upon it, except to decide whether there is or is not any reasonable doubt as to the vendor's title; and will not decree specific performance unless it is satisfied that, on appeal to a higher tribunal, the same view will be taken.

The word "estate" does not of necessity pass the fee simple.

L. J. *April 22, 23, June 6, 7, 8, July 12.*

WHITLEY v. LOWE.

Statute of limitations — Acknowledgment by payment — Agent—Receiver.

A suit for the winding up of a partnership was instituted by the executors of a deceased partner, a receiver was appointed in June 1834, who, by consent of all parties, paid the assets which he got in to the plaintiffs, and the suit was no further prosecuted. In 1857, the same executors filed another bill claiming a further debt from the estate of one of the partners, alleging that the operation of the statute of Limitations was avoided by the payment made by the receiver.

Held, that the payment by the receiver did not take the case out of the statute.

L. J. FREME v. BRADE. *May 4, 5, 7, June 7.*

Policy of assurance—Insurable interest—Post obit bond—Debtor and creditor.

R. J. being entitled, in the event of his surviving his father, to considerable estates, insured his life for £10,000. Being unable to pay the premiums on the policies, R. J. arranged with the defendant that he should pay them, and gave him a post obit bond for £14,000, payable after the death of R. J.'s father in R. J.'s lifetime. The defendant then insured R. J.'s life (whenever he should die) for his own benefit, for £14,000. R. J. died before his father, having bequeathed all his personal estate to the plaintiff. The plaintiff claimed the sum of £14,000 the proceeds of the policy effected by the defendant as part of R. J.'s estate.

Held, (in the absence of express contract) that the defendant was not a trustee for the proceeds of the policy, but was entitled to them for his own benefit.

If a person effects a policy for his own benefit on a life in which he has not an insurable interest, it may be a fraud upon the insurance company; but if the money is paid by the company, it belongs to the person effecting the insurance, and not to the person whose life is insured.

V. C. S. HELLING v. LUMLEY. *July 5, 6.*

Specific performance—Injunction—Opera box—Notice.

W. in 1816, agreed to sell his term and interest in a certain opera house to C., reserving to himself, W., his executors, administrators and assigns, the right to a certain box therein, during the continuance of the said term.

In 1823, all W's interest in the said opera house was assigned to a trustee for sale, in whose place the present plaintiff was afterwards appointed. C. subsequently filed his bill, and obtained a decree for specific performance of the agreement above mentioned, and having become bankrupt, his assignees sold his interest in the premises to defendant L., subject to certain covenants, which as L. alleged had, in the event, rendered it impossible for him to continue to W., or his representatives the enjoyment of the aforesaid box.

The plaintiff, as such trustee as aforesaid, claimed to be entitled to the said box, or an equivalent in money for its loss.

Held, that the said defendant, and all persons claiming under him, were bound by the reservation above mentioned. An injunction was granted to restrain the defendant, &c., from preventing the plaintiff from enjoying the said box, without prejudice to the right of the plaintiff to compensation, in case it should appear that his right to enjoyment of the box had been actually lost through the act of the defendant.

M. R. HUGHES v. JONES. *July 8.*

Rehearing—Specific performance—Title.

An order had been made on a claim on affidavit of service for specific performance, without any reference as to title. The defendant attended at registrar's office to settle the minutes without objecting to the omission. After the order was drawn up, defendant moved for a rehearing, and to amend the order by directing an enquiry as to title, and the order was made accordingly.