172, Mr. Justice North observed: "The principles enunciated by Lord Justice Fry in *Re Leslie* were in substance adopted by the Court of Appeal in *Falcke* v. *The Scottish Imperial Insurance Company*, L.R., 34 Chy.D., 234, and I think the Court intended to lay down exhaustively all the cases in which a person not the sole beneficial owner of a policy, who pays a premium in respect of it, is entitled to a lien upon the proceeds of the policy for the amount which he has paid." But in *Strutt* v. *Tippett*, although the Court held that the stranger who had there paid premiums had not any lien (a decision which seems to have been founded mainly on a special agreement), it would seem that Lord Justice Lindley was of opinion that the list of cases in *Re Leslie* in which a lien could be obtained was not necessarily exhaustive.

In *The Earl of Winchelsea's Case* policies on his life (and apparently in his name) were assigned by way of mortgage, the equity of redemption being reserved to the earl. A term in real estate was vested in trustees in trust, among other matters, out of the income, to keep down the interest and the premiums on the policies. The earl became bankrupt, and some time afterwards died. Meanwhile, the rents being insufficient to provide for payment of a premium, the trustee of the term had advanced the requisite amount to save the policy from lapse. It did not appear that this advance was made at the request either of the mortgagees or of the trustee in bankruptcy (it is not stated whether it was made with the knowledge of the latter). The trustee of the term claimed the application of a fund in Court, representing the balance of the policy moneys which remained after satisfying the mortgage, towards repayment of the premium. Mr. Justice North held that the case was not within the second rule in *Re Leslie*. The trustee of the term had "no trust and no duty in respect of the policy moneys." And the trustee in bankruptcy was declared entitled to the fund.

It would seem that notice of an intended payment of a premium might be important, as in *West* v. *Reid*, 2 Hare, 249, where, the mortgage of a policy being contested by the assignees in bankruptcy of the mortgagor, the solicitors of the mortgagees offered to pay a premium then coming due, if authorized to do so by the assignees; they, however, declined to interfere. The premiums were, in fact, paid by the mortgagees till the life dropped, and it was held that the mortgagees, though not entitled to the policy itself, had a lien for the premiums so paid, with interest. Lord Justice Cotton (L.R., 34 Chy.D., 244), referring to the case, thinks "it might well be held that there were circumstances from which the law would imply a request or a contract to pay these premiums if the policy ultimately turned out to belong to the assignees and not to the party making the payment"; and Lord Justice Bowen observes (p. 249): "Wherever you find that the owner of the property saved knew of the service being performed, you will have to ask yourself (and the question will become one of fact) whether under all the circumstances there was either what the law calls an implied contract for repayment or a contract which would give rise to a lien." Lord Justice Fry, in *Re Leslie*, L.R., 23 Chy.D., 561, refers to the law relating to "confusion:" "If I