and seal of the parties entitled to the money. But there are circumstances which seem to justify the view which has prevailed as to its importance. A deed may be delivered as an escrow, but there is no reason for giving a receipt till the money is actually received, unless it be to enable the person taking the receipt to produce faith by it. A deed is not always, perhaps rarely, understood by the parties to it; but a receipt is an instrument level with the ordinary intelligence of men and women who transact business in this country, and which he who runs may read and understand.

VENDOR AND PURCHASER — INTEREST ON PURCHASE MONEY—VENDOR AND PURCHASER ACT (R. S. O. c. 100).

In re Young and Harston, 31 Chy. D. 168, was an application under the Vendor and Purchaser Act to determine the question whether a vendor who had left the country on a pleasure excursion about the time fixed for the completion of the purchase, whereby its completion was delayed, was thereby guilty of wilful default, and whether interest paid him on the purchase money during that period could be recovered back; the conditions of sale exonerating the purchaser from interest for any period of delay occasioned by the wilful default of the vendor. The Court of Appeal answered both questions in the affirmative. The question whether, under the V. and P. Act, the Court had jurisdiction to order the interest to be refunded, was taken in the Court below, and decided by Bacon, V.C., in the negative, but this point was waived on the appeal.

PARTNERSHIP DEBT — RIGHT OF CREDITOR AGAINST ESTATE OF DECEASED PARTNER AND SURVIVING PARTNER.

In re Hodgson, Beckett v. *Ramsdale*, 31 Chy. D. 177, is a decision of the Court of Appeal in which the difference between the legal and equitable rights of creditors against the surviving partner of a firm, and the estate of a deceased partner, is illustrated. The plaintiffs were creditors of a father and son who were in partnership. The son died, and the father obtained a judgment for administration of his estate, and the plaintiffs being then unable to establish a partnership between the father and son carried in a claim against the son's estate, and were declared entitled to a dividend. Afterwards the father died, and the plaintiffs, having obtained proof of the partnership, brought an action to make his estate liable for the partnership debt. It was contended by the defendants on the authority of *Kendall* v. *Hamilton*, 4 App. C. 504, that the plaintiffs, by obtaining judgment against the son's estate, were precluded from having recourse to the father's estate; but the Court of Appeal (affirming Bacon, V.C.,) held that the fact of the son being dead took the case out of the rule laid down in that case. Referring to *Kendall* v. *Hamilton*, Sir J. Hannen said that it had undoubtedly decided "that when some members of a firm, or some joint contractors are sued, and judgment is obtained against them, the matter then passes into *res judicata*, and it is to be treated thenceforth as a debt against those persons only against whom that judgment has been recovered, and recourse cannot be had to a person who was not joined in that action." But he goes on to point out that there is in equity an exception to that rule when one of the partners dies; and he goes on to quote with approval the statement of that doctrine of equity as laid down in *Kendall* v. *Hamilton*:

> It is now well established that a Court of Equity does treat the estate of a deceased partner as still liable to the partnership creditors, though at law the survivor has become solely liable. And it must now be considered as established that the partnership creditor may obtain relief against the estate of the deceased partner without having exhausted his remedy against the survivor.

Applying that rule to the case in hand, the Court determined that the claim proved against the son's estate was no bar to the action against the father's estate; but they put the plaintiffs on an undertaking to postpone their dividend on the son's estate to the claims of his separate creditors.

ADMINISTRATION—FOLLOWING ASSETS—LIMITATIONS.

In *Blake* v. *Gale*, 31 Chy. D. 196, Bacon, V. C., had before him a somewhat nice question. A testator had died in 1859, indebted amongst others to the plaintiffs as mortgagees. From 1859 to 1880, the interest on the plaintiff's mortgage was regularly paid out of the rents of the mortgaged estate. In 1861, the residuary estate of the mortgagors was sold and distributed among the residuary legatees by the executors, with the knowledge of the plaintiffs, and without objection on their part, and with-