

REVIEW OF CURRENT ENGLISH CASES.

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**MORTGAGE—CONSOLIDATION OF MORTGAGES—PUISE MORTGAGEE—
EXPRESS CONTRACT—CONTRARY INTENTION—CONVEYANCING
AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. C. 41), s.
17.**

In *Hughes v. Britannia Permanent Building Society* (1906) 2 Ch. 607, Kekewick, J., decided that even where there is an express agreement (which is now necessary under the Imperial statute 44 & 45 Vict. c. 41, s. 17) entitling a mortgagee to consolidate his mortgage, such an agreement will not prevail as against a subsequent mortgagee of any one of the mortgaged premises, of whose mortgage the first mortgagee has notice, so as to compel the subsequent mortgagee to redeem other mortgages created by the mortgagor in favour of the first mortgagee after such subsequent mortgagee acquired his rights, but, of course, the right of consolidation extends to all mortgages existing at the time of the taking of the subsequent mortgage.

**POWER—SPECIAL POWER—EXERCISE OF POWER BY WILL—"AP-
POINT"—INDICATION OF CONTRARY INTENTION.**

In *re Weston, Neeves v. Weston* (1906) 2 Ch. 630. Under a settlement made in 1863 a testator had a power to appoint in favour of his children certain leasehold property; by his will after making bequests of a watch, picture and organ, he devised bequeathed and "appointed" all the residue of his estate, real and personal, to trustees upon trust to convert into money, such part of the trust estate as should not consist of money, and out of the proceeds pay funeral expenses and debts and divide the residue of "such trust moneys and premises" equally between two of his sons (declaring that he made no provision for his other children as they were already sufficiently provided for). The testator then empowered his trustees to postpone the conversion of his "real and personal estate" for so long as they should think proper, and, during the postponement, to manage, lease or let his "real and leasehold estates" and out of the capital or income to provide for improvements, repairs, insurance for the benefit of his "real or personal estate," but declared that no part of his property not actually producing income