

he should be excluded from all share in the settlement. Under the will of his grandfather the eldest son had become entitled to an estate tail general, and the question was whether or not he was deprived of any benefit under the settlement. Parker, J., who tried the action held that as the settlor must have known at the date of the settlement that if her eldest son came into her father's real estate under his will, it must be for an estate tail general, and not an estate tail male, the insertion of the word "male" in the settlement must be treated as a misdescription and the settlement construed as if the word were omitted, and that consequently the eldest son was excluded from sharing in the settlement moneys.

WILL— GIFT OF LEASEHOLD SUBJECT TO A LEGATEE PERFORMING COVENANTS OF LEASE—INDEPENDENT GIFT TO SAME LEGATEE OF DIVIDENDS—ACCEPTANCE OF LEGACIES—MORTGAGE OF HOUSE AND DIVIDENDS IN ONE MORTGAGE—FORECLOSURE—DISCLAIMER BY MORTGAGEE—LIABILITY FOR REPAIRS.

*In re Loom, Fulford v. Reversionary Interest Society* (1910) 2 Ch. 230. By his will a testator bequeathed a leasehold to one Marian Ross, for life, she performing the covenants in the lease. He also left her dividends on stocks for life. She accepted the legacies and went into possession of the leasehold, and subsequently mortgaged to the defendant company by one mortgage both the leasehold and the dividends. The defendant company foreclosed the mortgage but left the mortgagor in possession of the leasehold. She subsequently became lunatic. The house on the leasehold fell out of repair, and the lessors had given notice of their intention to terminate the lease. The mortgagees disclaimed all interest in the lease and refused to consent to the dividends being applied in making repairs thereon. The repairs would cost £72, and the leasehold was estimated to be worth £300. In the interests of the remaindermen, the trustees applied to the Court by originating summons to determine the rights of the parties, and Parker, J., held that, on accepting the legacies, Marian Ross became personally bound to pay the rent and observe the covenants in the lease, and that the trustees so long as she remained the owner of both dividends and leasehold, had an equitable right to apply the dividends in keeping down the rent and otherwise fulfilling the covenants of the lease, but that the gifts of the leasehold and dividends were distinct, and that the mortgagees by accepting an assignment of both had not