

order on the present application except that the solicitor should pay the costs. He, however, intimated that even though the solicitor made no claim to costs he might, on a proper application, be summarily ordered to render a cash account; but he thought the common order to tax does not involve the taking of an account of all monetary transactions between a solicitor and his client independently of costs due from the client.

TENANT FOR LIFE—COVENANT—REPAIRS—INSURANCE.

In re Betty, Betty v. Attorney-General (1899) 2 Ch. 821, North, J. has refused to follow the decision of Kekewich, J., in *Re Tomlinson, Tomlinson v. Andrews* (1898) 1 Ch. 232 (noted ante vol. 34, p. 224) and has held that an equitable tenant for life of leaseholds under a will is bound, during the continuance of his interest, as between himself and his testator's estate, to perform the tenant's continuing obligations under the lease, e.g., to repair and insure, arising during his estate. He, however, held that this obligation does not extend to repairs necessary at the commencement of the tenant for life's interest, nor to breaches of covenant which had arisen before the testator's death. It certainly seems more consonant with common sense that the devisee of leaseholds should take the estate cum onere, than the contrary, and we apprehend it will be found should the point ever be taken to an Appellate Court, that the conclusion of North, J., is the correct one.

FRAUDULENT CONVEYANCE—VOLUNTARY ASSIGNMENT OF POLICY OF INSURANCE—INVESTMENT OF POLICY MONIES BY ASSIGNEE—FOLLOWING ASSETS—
13 ELIZ. C. 5.

In re Mouat, Kingston Mill Co. v. Mouat, (1899) 1 Ch. 831. This was an action brought by the creditors of a deceased person for the administration of his estate, and for a declaration that a voluntary assignment of a policy of life insurance made by the deceased in his lifetime to his niece, was void under the statute 13 Eliz. c. 5. The niece had received the moneys payable under the policy, and the plaintiffs moved for an order for the payment into court of the amount so received, to abide the result of the trial. The niece had invested the moneys with other moneys on mortgage, and it was contended that the proceeds of the policy could not be followed. Stirling, J., though conceding that if the policy had got into the hands of a bona fide purchaser for value it could