

Rolls in Ireland has decided that the principle of *Sutton v. Sutton* applies to an annuity charged upon real and personal estate, though that case was decided under different sections (*Re Nugent's Trusts*, 19 Law J. Rep. Ir. 140). Mr. Justice Kay held, *In re Stephens: Warburton v. Stephens*, L.R., 43 Chy.D., 39, that where a testator charged his debts on his real estate, a debt incurred between six and twelve years before a summons was taken out to adjudicate on it, though barred as against the personal estate was alive as against the realty. *Lewin v. Wilson*, L.R., 11 App. Cas., 639, is a decision of the Privy Council on the right of a mortgagee to foreclosure, and Lord Hobhouse, in delivering the judgment of their lordships, said: "In this case their lordships think it sufficient to say that payments made by a person who under the terms of the contract is entitled to make a tender, and from whom the mortgagee is bound to accept a tender, of money for the defeasance or redemption of the mortgage, are payments which . . . give a new starting-point for the lapse of time." It is presumed that that decision would apply by analogy to any payment made under section 8 of the Limitation Act (R.S.O., c. 111, s 23), so that if money were advanced to A., and both A. and B. entered into covenants to pay, payments by B. would keep the debt alive. Where a man mortgaged a reversionary interest in personalty to his father, but paid no interest and gave no acknowledgment, and the father made another son his executor and residuary legatee, and the reversion did not fall in till nearly thirty years after the date of the mortgage, Mr. Justice Kay held that the executor had a perfect right to retain the property in payment of the mortgage debt, and that no Statute of Limitations applied (*Re Hancock: Hancock v. Berry*, 57 Law J. Rep., Chy., 793)."

LIEN FOR MONEYS ADVANCED TO KEEP UP LIFE POLICIES.—Two recent cases, *Re Earl of Winchelsea's Policy Trusts*, L.R., 39 Chy.D., 168, before Mr. Justice North, and *Strutt v. Tippet*, before the Court of Appeal on January 30th, show how dangerous it is for a stranger to advance moneys for keeping up a life policy in the expectation of obtaining a lien thereon for his advance, unless it is made upon the request (express or implied) of the beneficial owner of the policy.

*In re Leslie, Leslie v. French*, L.R., 23 Chy.D., 552, in a judgment of Lord Justice Fry (written after he had been appointed a Lord Justice of Appeal, but which Mr. Justice Pearson adopted as his own), it is said, page 560: "In my opinion a lien may be created upon the moneys secured by a policy by payment of premiums in the following cases: First, by contract with a beneficial owner of the policy; secondly, by reason of the right of trustees to an indemnity out of their trust property for money expended by them in its preservation; thirdly, by subrogation to this right of trustees of some person who may at their request have advanced money for the preservation of the property; fourthly, by reason of the right vested in mortgagees or other persons having a charge upon the policy to add to their charge any moneys which have been paid by them to preserve the property." In *The Earl of Winchelsea's Policy Trusts*, L.R., 39 Chy.D.,