right, and the corresponding liabilities of the defendant which were contained in his statement of claim in a former action. An application to strike out these allegations from the statement of claim having been made to the Vice-Chancellor of Lancaster, was dismissed by him, but the Court of Appeal (Cotton, Lindley and Bowen L.JJ.), were of opinion that the application should have been granted, and the appeal was allowed, notwithstanding the order was made in the discretion of the judge below; because their lordships, in appeal, were of the opinion that he had not exercised his discretion "on right principles."

POWER OF SALE—MORTGAGE—NON-COMPLIANCE WITH POWER—CLAUSE PROTECTING PURCHASER AGAINST IRREGULARITY IN SALE.

Selwyn v. *Garfit*, 38 Chy. D. 273, was an action by a mortgagor to set aside a sale made by a mortgagee, under a power of sale in the mortgage, on the ground that the sale was made prematurely and before the period authorized by the power. The mortgage contained a clause relieving a purchaser under the power from inquiring as to the regularity of the sale. After the making of the mortgage the mortgagor had incumbered his equity of redemption. It was held by the Court of Appeal (Cotton, Lindley and Bowen L.JJ.), affirming Kay, J., that the sale having been made before the period stipulated in the mortgage could by any possibility have expired, the sale was void; and that as the purchaser must be taken to have known that the proviso had not been complied with, she was not protected by the protection clause, and that the mortgagor having incumbered his equity of redemption, and therefore not being in a position to waive the notice stipulated for by the power, the purchaser had no right to assume that there had been any such waiver.

JOINT TENANCY—SEVERANCE—MARRIAGE—WIFE'S CHOSE IN ACTION.

In re Butler, Hughes v. *Anderson*, 38 Chy. D. 286, the short point decided by the Court of Appeal (Cotton, Lindley and Bowen L.JJ.), overruling North, J., who had followed *Baillie* v. *Treharne*, 17 Chy. D. 388, a decision of Malins, V.C., was that the mere fact of marriage does not operate as a severance of the wife's joint tenancy in a *chose in action* (bank stock), which has not been reduced into possession by the husband. A passage in Co. Lit., 1856, which appears at first sight to be opposed to this view, where Coke, after stating the rule as regards realty, says: "But otherwise it is of personal chattels," was shown by the court, by reference to other passages in Co. Lit. to refer not to all personal property, but merely to chattels in possession.

LIGHT—IMPLIED GRANT OF EASEMENT—DEROGATION FROM GRANT.

In *Birmingham, Dudley and District Bank* v. *Ross*, 38 Chy. D. 295, the Court of Appeal (Cotton, Lindley and Bowen, L.JJ.) affirm a decision of Kekewich, J. In this case the corporation of a town granted a lease of a piece of land and a newly erected building, "with the rights, numbers and appurtenances to the said buildings belonging," to one Daniell, who subsequently assigned it to the plaintiffs. The building abutted on a passage twenty feet wide, which the corporation