rio. The plaintiffs, two infants were solely entitled under this will. J. B., Sr., died in Montreal, in 1869, T. B. and J. B., Jr., were his executors, and both proved the will in Ontario; but T. B. alone acted as executor, J. B., Jr., having given him a power of attorney to act for him in all matters relating to the estate. The plaintiffs and T. and B. and J. B., Jr., were each entitled to one-third share under the will of J. B., Sr. Suit was brought for the administration of both estates and a receiver appointed.

In taking the accounts before the Master, S. D.'s attendance was dispensed with, as it appeared that none of the assets of C. B's estate in Ontario had come to his hands.

The Master found T. B. and J. B., Jr., who did not appear or file any accounts, indebted to the estates in about $51,000. In default of evidence to shew that any of the assets come to their hands formed part of C. B.'s estate, the Master further found that the whole formed part of J. B., Sr.'s estate. The decree on F. D. ordered the executors to distinguish the assets of each estate, and notified them that in default the whole would be taken to belong to the estate of J. B., Sr. T. B. having died, the suit was revived.

J. B., Jr., applied to the Court for leave to open and retake the accounts on the ground that he had been kept in ignorance of the proceedings by his executors. Leave was given him to surcharge and falsify.

J. B., Jr., now distinguished the assets of the estates and sought to be relieved from liability as to the estate of C. B. on the ground that he was not executor of that estate. As to the J. B., Sr., estate he also sought to be relieved in several respects. The Master's judgment is upon these points.

Held, that T. B., and J. B., Jr., did not by proving the will of J. B., Sr., become executors of C. B., as J. B. Sr. was not the sole or surviving executor of C. B.

Held, that J. B., Jr., is liable for the moneys of J. B., Sr.'s estate come to the hands of Thomas, whether before or after the proving of the will, or before or after the power of attorney. * * *

Held, that the writ of attachment or registration issued in Quebec did not affect the assets in Ontario.

Held, that as the Ontario Bank shares, though subscribed for at Montreal, and at one time registered there, were transferred to Bowmanville during the testator's life, and appeared on the stock register there only, they are Ontario assets.

Foster for John Brooke.

Langton for plaintiffs.

ENGLISH REPORTS.

DIGEST OF THE ENGLISH LAW REPORTS FOR FEBRUARY, MARCH, AND APRIL, 1879.

(*Continued from p* 83.)

Lien.

1. F., a ship-owner, employed S. & Co. to get insurance effected on his ship; and, to F.'s knowledge, S. & Co. employed B. for this purpose. This had been the usual course of business, and B. always retained the policies until the premiums and brokerage had been paid. A settlement was had between F. and S. & Co. monthly, and F.'s acceptances at one month taken for the balance. F. did not know the particulars of the arrangement between B. and S. & Co. On a loss occurring, F. demanded of S. & Co. a policy which had been retained by F. because the charges were not paid. S. & Co. not being able to produce the policy, F. brought detinue against B. for it. *Held*, that B. had a lien on it for his charges, as against F.—*Fisher* v. *Smith*, 4 App. Cas. 1.

2. E. mortgaged his property to his solicitors, who acted professionally for E., and prepared the mortgage to themselves, and they retained it. E. had previously given a first mortgage on the property, and he afterwards gave a third and fourth. The first mortgagee held the title-deeds. In an action against E., and the first, third, and fourth mortgagees, the solicitors claimed a lien on the mortgage-deeds and documents in their possession for the costs, charges and expenses incurred by them as the solicitors of E. *Held*, that there was no lien. "Reasonableness is the foundation of all the legal doctrine of lien." (per Thesiger, L. J.)—*Sheffield* v. *Eden*, 10 Ch. D. 291.

Limitations, Statute of.

Defendant owed plaintiffs a large debt incurred in 1865, and in answer to a demand wrote them in May, 1874, as follows: "Believe me that I never lose out of my sight my obligations towards you, and that I shall be glad as soon as my position becomes somewhat better to begin again and continue my instalments." It appeared that, in 1874, defendant's position was bettered by £14, but was no better in any other year. In Septem-