such real estate, which he, as the person in possession of such real estate, is competent to give on behalf of the real assets generally, and so as to bind those who take in remainder."

WILL—CONSTRUCTION—BEQUEST OF LEASEHOLD—CONTRACT BY TESTATOR TO PURCHASE REVERSION—LIABILITY OF LEGATEE OF LEASHOLD TO PAY PURCHASE MONEY.

In re Kershaw, Drake v. *Kershaw*, 37 Chy. D. 674, draws one's attention to the fact that *Locke King's Act* (R. S. O. c. 109, s. 37), as originally passed, did not apply to leaseholds, and by 40 & 41 Vict. c. 34, s. 1, this defect has been remedied in England, but no such amendment has as yet been made to the Ontario Act.

WILL—MORTGAGE DEBT—LOCKE KING'S ACT (R. S. O. c. 109, s. 37—CONTRARY INTENTION.

In re Fleck, Colston v. *Roberts*, 37 Chy. D. 677, is another case upon the construction of *Locke King's Act* (R. S. O. c. 109, s. 37). In this case, a testator directed his private debts to be paid out of the proceeds of certain life policies; he devised his real estate in trust and bequeathed his residue to his son, subject to the payment of his trade debts; after the date of his will, he deposited the title deeds of his real estate with his bankers, to secure an overdrawn bank account, and the question was whether the devisee of the real estate was bound to satisfy this charge thereon, and North, J., was of opinion that he was not. His reasoning may be gathered from the following passage: "What the testator has done is to provide very carefully for the payment of different debts out of different parts of his estate. He says that his private debts are to be paid out of the proceeds of certain policies; and further on in his will he disposes of his residue 'after and subject to the bequests and provisions in regard thereto hereinbefore contained, and to the payment of my trade debts (which I hereby declare shall be a charge on my personal estate).' I take that to be a clear direction that the trade debts are to be paid out of a particular fund; and that it is only the surplus beyond that sum which is to go for the benefit of the son."

PARENT AND CHILD—ADVANCEMENT—CONTRACT FOR PURCHASE BY SON—PAYMENT BY PARENT OF PART OF PURCHASE MONEY—PROMISSORY NOTES OF PARENT FOR PART OF PURCHASE MONEY.

In re Whitehouse, Whitehouse v. *Edwards*, 37 Chy. D. 683, a son of a testator entered into a contract for the purchase of a business, part of the purchase money was paid down by the testator, who was no party to the contract, and for the residue, the joint promissory notes of the son and the testator were given to the vendor. The testator's will provided that all sums of money advanced to his sons in his lifetime should be brought into account before they should participate under his will. After the testator's death, his executors under pressure from the vendor paid the promissory notes. It was held by Stirling, J., that the purchase of the business created no resulting trust in favour of the testator, but that the payment on account of the purchase money therefor made by the testator, was an advancement to the son, but that the subsequent payments of the notes by