Recent English Decisions.

Injunction obtained by misrepresentation.

The only point for which we think it needful to refer to in *Wimbledon* v. *Croydon*, 32 Chy. D. 42, is the decision of North, J., that it is proper to move to discharge an *ex parte* injunction on the ground of its having been obtained by misrepresentation, and for a reference as to damages, notwithstanding the injunction is about to expire. He says, at p. 41:

> It seems to me here that the order is one which ought not to have been obtained for the reasons I have given, and that under those circumstances, inasmuch as it obvious from the affidavits that some damage has been sustained by the defendants, they would be entitled to apply for and are entitled now to have, a reference to inquire what the damage is, and therefore the motion for that purpose would be proper in any case.

Mortgage of realty and personalty—Redemption.

In *Hall* v. *Heward*, 32 Chy. D. 430, real and personal estate having been mortgaged together, the mortgagor died leaving a will of personal estate but intestate as to realty. It was unknown who was his heir-at-law, and the mortgagee entered into possession. The executrix then brought the action to redeem both the real and personal estate, which was resisted by the mortgagee on the ground that she was only entitled to redeem the personalty on payment of a proportionate part of the mortgage debt, but Bacon, V.C., held she was entitled to redeem both estates, and that on redemption by her the defendant should convey both properties to the plaintiff, subject to such equity of redemption as might be subsisting therein in any other person or persons. From this judgment the defendant appealed, but the Court of Appeal held that it was right, and that as the owner of the equity of redemption of one of two estates mortgaged could not have insisted on redeeming that estate separately, so neither could he be compelled to redeem it separately, his right being to redeem the whole, subject to the equities of the other person interested. It was also held that though the heir-at-law ought to have been a party, yet that the court should not delay making a decree until he was ascertained and added; and further, that though a mortgagee in possession, who voluntarily transfers his security, is liable to account for the subsequent rents, yet this is not the case when the transfer is made pursuant to the order of the court.

Bill of exchange drawn against firm—Acceptance by one of partners—Joint or separate liability—Administration.

In re Barnard, Edwards v. *Barnard*, 32 Chy. D. 447, was an application for an administration order, which was refused under the following circumstances: A bill of exchange had been drawn on a firm; B., one of the partners, accepted the bill, signing the firm's name, and adding his own underneath. B. died, and the holder of the bill, claiming to be a creditor, applied for the administration of his estate. It was proved that B.'s estate was insufficient for the payment of his separate debts. Bacon, V.C., made the usual administration order; but, on appeal, the Court of Appeal held that the acceptance of the bill was the acceptance of the firm, and that the addition of B.'s name did not make him separately liable, and as it was clear no part of his estate would be available for payment of the partnership debts, the order was discharged, and the application refused.

Vendors and Purchasers Act—Return of deposit—Costs.

In *Re Hargreaves* v. *Thompson*, 32 Chy. D. 454, the Court of Appeal decided that u, on an application under the Vendors and Purchasers Act, where the vendor fails to make out a title, the court may order him to return the purchasers' deposit, with interest, and order him to pay the purchasers' costs of investigating the title, in this respect affirming what was done by Hall, V.C., with some doubt as to his jurisdiction, in *Re Higgins & Hitchman*, 21 Chy. D. 95, and Pearson, J., in *Yielding & Westbrook*, 31 Chy. D. 344.

Mortgage—Foreclosure—Stop order—Plaintiff's first and last mortgage—Costs.

Several points were determined in *Mutual Life Assurance Co.* v. *Langley*, 32 Chy. D. 460. In the first place, the Court of Appeal (affirming Pearson, J.,) held that where a mortgage is made of two funds, one of which is in court, and the other in the hands of trustees, the assignee must, in order to complete his title, obtain a stop order as to the fund in court, and, as regards the fund in the hands of trustees, must give the trustees notice of his assignment; and an encumbrancer on a fund in court, who obtains a stop order, is entitled to priority over a prior encumbrancer who does not obtain a stop order, and