

RECENT ENGLISH DECISIONS.

tax the bills of his London agents extending over a period of seven years. During the agency the agents had delivered generally once a year to the principal detailed bills of their charges, and also a cash account for each year, in which all payments made by the principal were credited, and also all moneys received by the agents on his account, and he was therein debited with all payments made by the agents on his account, and also with the gross amount of the agency bills. The balances were carried forward in each successive account. Some of the actions in respect of which the agency charges were incurred continued during several years, and one of them (*Rhodes v. Jenkins*) continued during the whole period of the agency. Pearson, J., held that only the bills delivered within twelve months could be taxed, and that the earlier bills must be treated as having been settled in account, and thus paid. The principal appeared in respect of the bills relating to the case of *Rhodes v. Jenkins*; but the Court of Appeal held that, notwithstanding the fact that all the costs in that case had not yet been taxed, the bills from time to time rendered were in fact separate bills, and could not be treated as one continuous bill at the option of the country solicitor. The agents had charged the principal with fees to counsel which had not yet been paid, the country solicitor not having supplied them with sufficient funds to pay the fees; but it was held by Pearson, J., that this charge was not a circumstance sufficient to justify a taxation after twelve months.

WILL—CONSTRUCTION—WILLS ACT, 1837, SEC. 24
(R. S. O. c. 106 s. 26.)

The case of *In re Portal & Lamb*, 30 Chy. D. 50, is an important decision of the Court of Appeal as to the construction of a will having regard to the provision of the Wills Act (R. S. O. c. 106 s. 26), which provides that a will shall speak as to the real and personal estate comprised in it from the day of the testator's death. The testator, at the time he made his will, was the owner of a cottage let at about £5 a year, with 22 acres of rough land held therewith. His will contained a specific devise of "my cottage and all my land at Stour Wood"; the will also contained a residuary devise of "all other my freehold manor, messuages, lands,

and real estate whatsoever and wheresoever." The testator subsequently contracted to purchase a mansion and 10 acres of land adjoining the 22 acres also at Stour Wood, and the question was whether this house and land passed under the specific, or the residuary, devise. Kay, J., held (see 27 Chy. D. 600) that the mansion and the 10 acres passed under the specific devise; but the Court of Appeal reversed the decision, holding that it passed under the residuary devise. This case seems to have a very strong bearing upon a very similar question now awaiting the decision of our Chancery Divisional Court in the case of *Morrison v. Morrison*. Cotton, L.J., says:

"The words 'and all my land at Stour Wood' are no doubt sufficient by themselves to carry the after-acquired land and the house on it; but that is not all. We have 'my cottage' preceding these words, and when we find that at his death he had the small cottage and also this larger house in which he was then residing, and which was a gentleman's residence with gardens and pleasure-grounds, all which would pass under the description of a house, I cannot but think that what passed by the devise was that which was aptly described, the small cottage which he had held and the land he had held with it, and that only; and for this reason 'my cottage' does not aptly describe the subsequently purchased house, and when we come to the words 'and all my lands at Stour Wood,' although such a devise by itself would carry with it any house standing on that land, yet when these words are added to the previous description of 'my cottage,' in my opinion, it shows that 'all my land' in this particular case was not intended to include this residence with the garden and grounds held with it."

SEPARATION DEED—MAINTENANCE OF CHILDREN—
RIGHT OF CHILD TO SUE.

In *Gandy v. Gandy*, 30 Chy. D. 57, the Court of Appeal decided that when in a separation deed between husband and wife, the husband covenanted with the trustees to support the children, on refusal of the trustees to sue, the children could not themselves maintain an action to enforce the covenant; but an action having been brought in the name of one of the children alone against the husband, the trustees being joined as defendants, the Court ordered it to stand over, with liberty to add parties; and on this the wife was added as a