

property of the corporation " were a charge on land within the meaning of the Mortmain Act (9 Geo. II., c. 36), s. 3. North, J. decided this question in the negative, holding that a charge on the revenue of land is not a charge on the land itself.

PARTNERSHIP—DEATH OF ONE PARTNER—BUSINESS CARRIED ON BY SURVIVING PARTNER—REMUNERATION OF SURVIVING PARTNER FOR SERVICES—BUSINESS CARRIED ON AT A LOSS.

*In re Aldridge, Aldridge v. Aldridge*, (1804) 2 Ch. 97; 8 R. April, 141, a surviving partner, with the consent of the executors of his deceased partner, carried on the partnership business for the benefit of himself and the estate of the deceased. The business was so carried on at a loss, and the surviving partner claimed compensation for his services from the estate of the deceased partner. North, J., held that the claim could not be allowed, although if profits had been made he would have been entitled to remuneration thereout.

VENDOR AND PURCHASER—TITLE—SALE OF LEASEHOLDS BY EXECUTORS—SALE BY EXECUTOR AFTER TWENTY YEARS FROM THE TESTATOR'S DEATH.

*In re Venn & Furze*, (1894) 2 Ch. 101; 8 R. May, 116, Stirling, J., held that the twenty years' rule laid down by Jessel, M.R., within which executors might execute a power of sale of freehold estate without the intervention of the court, does not apply where they are selling leaseholds; and that where a testator died in 1852, and the leaseholds were not sold by his executor until 1878, in the absence of anything to show the contrary, the executor must be presumed to have acted in discharge of his duty as executor; and that neither the circumstance that the deed did not purport to be executed by him as executor, nor the lapse of time between the testator's death and the sale, were sufficient to raise a presumption that he had acted otherwise. A requisition requiring proof of the executor's power to sell was disallowed.

STATUTE OF FRAUDS (29 CAR. 2, c. 3), SS. 7, 8—ASSIGNMENT OF LEASEHOLD BY WIFE TO HUSBAND TO ENABLE HUSBAND TO RAISE MONEY—ASSIGNMENT ABSOLUTE IN FORM—PAROL EVIDENCE OF INTENTION.

*In re Marlborough, Davis v. Whitehead*, (1894) 2 Ch. 133. 8 R. June, 107, an interesting question under the Statute of Frauds is discussed. The Duchess of Marlborough, in order to