

policies in question were against risks under the Employers' Liability Act and Workmen's Compensation Acts, at the Court of Appeal (Cozens-Hardy, M.R., and Buckley, and Kennedy, L.J.J.) (reversing Neville, J.) held that the holders were entitled to prove (1) for any ascertained amounts due under the policies at the date of the winding-up order; and (2) also in respect of liabilities in the shape of weekly payments which had arisen at the date of the winding-up order, the future-accruing payments to be valued as prescribed by the Assurance Companies Act, 1909; and (3) for the value of the policy as an indemnity against future liabilities during the currency of the policy, to be estimated upon the basis of a partial return of the premium. But the court held that he was not entitled to prove in addition in respect of liabilities which may have arisen under the policy after the date of the winding-up order.

ADMINISTRATION—WILL—LEGACY ON RELEASE OF ANNUITY UNDER A SETTLEMENT—DEFICIENCY OF ASSETS—ABATEMENT OF LEGACY.

*In re Whitehead, Whitehead v. Street* (1913) 2 Ch. 56. The point decided by Farwell, L.J., in this case was simply this, viz., that where a legacy is given to a legatee subject to a condition that it shall be accepted in satisfaction of the claims of the legatee under a settlement; in case of a deficiency of assets, such a legacy must abate with all other legacies and is not entitled to any priority over them.

MORTGAGOR AND MORTGAGEE—FORECLOSURE—PARTIES—FIRST MORTGAGE OF ONE SHARE—SECOND MORTGAGE OF THREE SHARES OF THREE CO-MORTGAGORS—RIGHT OF INDEMNITY BETWEEN CO-MORTGAGORS—FORECLOSURE OF FIRST MORTGAGE—CO-MORTGAGORS UNDER SECOND MORTGAGE NOT MADE PARTIES.

*Gee v. Liddell* (1913) 2 Ch. 62. This was a mortgage action in which the facts were somewhat unusual. Three persons, John, William and Walter, were, respectively, entitled to a one-third share in a sum of money under the will of a testator who died in 1860. In 1881 William mortgaged his share to Barlow to secure £1,500. In 1882 John, William and Walter mortgaged their shares to the Equity & Law Life Assurance Society to secure £17,876, subject as to William's share to the prior mortgage to Barlow. As between the three mortgagors it was agreed that