for to the plaintiff as the personal representative of Duncan's estate.

It is only in this view we think that the decision is maintainable in the face of the *Attorney-General* v. *Mercer*. It is true that the plaintiff claimed to fill a double capacity. He claimed to be both the real representative of Duncan and also his legal personal representative. His right to an account as real representative rested solely on his being the grantee of the realty. It is clear, therefore, that the validity of the grant was of vital moment to the success of his claim to an account, if it had altogether rested on that ground. But as personal representative, his right to an account did not depend on his being grantee of the personalty, but on his letters of administration constituting him legal personal representative.

By the terms of the plaintiff's oath to lead the grant of administration, he was bound faithfully to administer the estate by paying the debts, and distributing the residue "according to law;" and he would, therefore, be bound to account to those who might be found really entitled, in the event of the grant to himself being invalid. And although the grant of administration to him appears to have been made on the ground that he filled the character of grantee of the Crown of the escheated estate, yet after all, the validity of the grant for the reason we have mentioned, was not as the learned judge determined, in question.

Although it seems clear, that so far as the mortgagee was concerned, the equity of redemption on the death of Duncan did not escheat to the Crown, but merged in the legal estate—(*Burgess* v. *Wheate*, 1 Eden. 210; *Beale* v. *Symonds*, 16 Beav. 406; *Attorney-General* v. *Sands*, Tud. L. C. 604, 3rd ed.; *Chisholm* v. *Sheldon*, 2 Gr. 210; *Downe* v. *Morris*, 3 Ha. 394; and see *Dennis* v. *Badd*, 1 Chy. Ca. 156): yet when the estate came into the hands of the executor, it seems equally clear that he could not set up the indefeasible title of the mortgagee as against those beneficially interested in the estate of his testator: see *Foster* v. *McKinnon*, 5 Gr. 510; *Lamont* v. *Lamont*, 7 Gr. 258.

RECENT ENGLISH DECISIONS.

The February numbers of the *Law Reports* consist of 10 Q. B. D. 57-160; and 22 Ch. D. 129-282.

STATUTORY REMEDIES.

In the former of these the first case, *Munday* v. *Thames Iron Works Co.*, is a decision under the Employers' Liability Act, 1880, but attention may be called to the passage in the judgment of Manisty, J., where he says:—"The ordinary principle is that if there is a statutory proceeding for a particular cause of action, and compensation is recovered, although limited in amount, an action at common law for large damages shall not be maintained."

AFFIDAVITS—HEADING.

The case of *Blaiberg* v. *Parke*, p. 90, was one on the Bills of Sale Act, 1878, which requires that an affidavit shall be filed with a bill of sale, showing the residence and occupation of every person attesting such bill of sale. In the present case, the affidavit was made by the attesting witness, and in the heading of the affidavit the deponent's residence was not specified in the body of the affidavit. The Divisional Court held the affidavit was, nevertheless, sufficient, Denman, J., going so far as to say, referring to a dictum of Lord Cairns in *Re Lowenthal*, 2 Jur. N. S. 451:—"I am inclined to think that after the strong dictum of Lord Cairns, the right conclusion is that the description in the heading forms part of the affidavit itself. . . . It seems to me that when the deponent swears that the contents of his affidavit are true, the heading of the affidavit describing him as it does here, he may be indictable for perjury, provided he does so