

to the plaintiffs, who had no notice of Greinger's mortgage, and who gave due notice of their mortgage to the other trustees. The object of the present action was to obtain a declaration that the plaintiffs' mortgage was entitled to priority over that of Greinger's, and Cozens-Hardy, J., held that the plaintiffs were entitled to the priority which they claimed.

**WILL—FORFEITURE CLAUSE—GIFT FOR LIFE OR UNTIL ALIENATION—GARNISHEE ORDER.**

*In re Greenwood, Sutcliffe v. Gledhill* (1901) 1 Ch. 887, Farwell J., held that where personalty was bequeathed in trust to pay the income to a man for life, "or until he attempts to alien, charge or anticipate the same . . . or until any other event happens whereby if the same were payable to him absolutely for his life he would be deprived of the right to receive the same or any part thereof," and a judgment creditor of the tenant for life had served the trustees, who had accrued income in their hands, with a garnishee order attaching such fund; that that did not operate as a forfeiture of the life interest, and he declined to follow the decision of Pearson, J., in *Bates v. Bates*, W.N. (1884), 129, on the ground that the attaching order only operates on actually accrued income as to which the trustee has become a debtor to the cestui que trust.

**PRACTICE—STATUTORY REMEDY—INJUNCTION—PROCEEDING IN LIEU OF DEMURRER—RIGHT TO BEGIN—RULE 287—(ONT. RULE 260).**

In *Stevens v. Chown* (1901) 1 Ch. 894, an application was made for the judgment of the Court on a point of law in the nature of a demurrer to the statement of claim under Rule 287 (Ont. Rule 260). Two points were determined by Farwell, J.: first, the point of practice that in such a case the party raising the point of law has the right to begin; and second, on the merits, that though a statutory remedy may be provided for a wrongful act, the High Court is nevertheless not excluded from granting an injunction to restrain the perpetration of the wrong unless the statute expressly so provides.

**VENDOR AND PURCHASER—CONDITIONS OF SALE—RESCISSION—PENDING LITIGATION—COSTS—JURISDICTION.**

*In re Spindler v. Mears* (1901) 1 Ch. 908, was an application under the Vendors and Purchasers Act. The contract provided