MONTHLY REPERTORY.

CHANCERY.

V. C. W. JACKSON v. OGG. *Aug.* 1.

Statute of Limitations—Accumulation of interest—Trustees—Cestui trust.

Money was advanced by A., in 1845, to a partnership firm, with an agreement that interest was to be allowed at 10 per cent., and left to accumulate at compound interest. Interest at this amount was created from time to time in the partnership books, and accumulated, according to the arrangement, until the dissolution of the firm in 1852, but no payment was ever made to A., nor any acknowledgment signed by any of the partners after the original advance.

Held, that no trust had been created in favor of A., and that the defendant was, under the circumstances, barred by the Statute of Limitations.

L.J. RE THE M. & S. A. COMPANY *ex parte* GRESEWOOD ET AL.

Contributory transfer.

In a company, the shares of which passed by delivery, a shareholder, desiring to get rid of his responsibility, sold his shares at a nominal price to his clerk a few days before an order was made for winding up the company;

Held, that as the sale was absolute and unconditional, the transfer was valid, and the vendor's name was removed from the list of contributions.

V. C. K. LORD v. COLVIN. *Suly* 18.

Scotch law—Necessary parties—Possibility of issue.

Where the decision of the question in a cause depends upon foreign law, that is a question of fact, and must be determined by the preponderance of opinion of juris-consults of the country, the law of which is involved in the question.

The court will not take upon itself to determine the effect of decisions upon the law of a foreign country.

Where a claim is made to property, the court requires all persons or classes of persons to be before it, interested in opposing such claim, and will not part with the property unless the claimant, if successful, would be entitled to immediate possession; and the rights of parties or classes of persons interested in resisting the claim are protected.

Where the claim to a property depends upon a female having a child who is in her fifty-second year, who has been married for thirty years, the court cannot assume that all possibility of her having a child is at an end.

S. J. HODGKINSON v. NATIONAL LIVE STOCK INS. CO. *June* 14.

Joint Stock Company—Purchase and cancellation of shares by directors—Parties—Demurrer—Allegations in bill.

A bill filed by some shareholders, on behalf of themselves and all others, except the defendants, who were the directors, alleged that the directors had subscribed for a large number of shares, but only paid the deposit on a small number; and had by a resolution of the board cancelled the shares on which no deposit had been paid; and had also misapplied the funds in purchasing the shares of one of their co-directors, who wished to retire; and also that they had made an improper call; and that these transactions had been confirmed at a general meeting by those shareholders who had paid the call, all others being excluded. The bill alleged that those transactions were fraudulent, and contrary to the deed of settlement, and also that the plaintiffs were ignorant of the names of the shareholders who had paid the call, but that they were known to the directors.

Held, on a demurrer by the directors, that the allegations of illegality in these transactions were sufficient, and the demurrer was overruled. *Held* also, that the allegation of ignorance of the names of the shareholders who had paid the call, was sufficient to excuse the defendants from making them parties.

V. C. W. RE HORNBY. *July* 29.

Will—Construction—Contingent gift.

Testators gave £300 to A., if living; and if dead, the £300 to become part of the residue. The will contained a gift of the residue to B. C. D., and A. if living. A. was dead at the date of the will.

Held, that the gift to A. had not lapsed, but was contingent upon his being alive; so that the other residuary legatees, and not the next of kin, took the share to which he would have been entitled

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M. R. BROOKE v. PEARSON. *July* 5.

Settlement—Gift over an alienation or bankruptcy.

By the settlement on A's. marriage, he, in consideration of £1,000 paid to him, and of the future property of the wife, assigned to him, settled his real property on himself till mortgage, alienation, or bankruptcy, and then upon trust as to £300 a year for the wife's separate use. A. first mortgaged his interest, and afterwards became bankrupt.

Held, that the wife of was entitled to the £300 a year, from the date of the mortage.

V. C. S. GARDNER v. GARDNER.

Married woman—Separate estate in husband's hands—Gift to husband.

In 1838 a legacy of £1000, bequeathed to a married woman for her separate use, was paid to her; and shortly afterwards, with her assent, came into her husband's hands; was paid by him to his bankers, mixed with his own money, and employed partly in business and partly in family expenditure. There was no evidence to show whether the wife intended that it should be a gift to her husband or not. The husband died in 1858, intestate, leaving his wife surviving.

Held, that she could not claim the sum out of her husband's estate.

M. R. NOBLE v. STOW. *July* 19.

Practice—Separate account—Erroneous order—Bill of review—Joint tenancy.

An order to carry a fund to the separate account of A. is not equivalent to a decree that A. is absolutely entitled, and if erroneous may be corrected without bill of review.

Where a person complains of orders of the court, who has not been an original party to the suit by a permanent right, he ought to bring an original bill, and not a bill of review.

When property is left to a class of children *simpliciter*, they take as joint tenants, and not as tenants in common.

M. R. COLLINS v. STUTELEY. *July* 21.

Specific performance—Sub-leases.

A plaintiff will not be entitled to damages in equity for the non-performance of an act for which *prima facie* he might have obtained specific performance, after he himself has done some act which disentitles him to specific performance.

A person who agrees to take a sub-lease, impliedly stipulates to take subject to the same covenants as the lessee.

APPOINTMENTS TO OFFICE, &c.

CORONERS.

JOHN H. RIDDEL, Esquire, M.D., Associate Coroner, United Counties of York and Peel.—(Gazetted May 5, 1860.)

JOHN H. RIDDEL, Esquire, M.D., and JOHN H. ROSS, Esquire, Associate Coroners, County of Simcoe.—(Gazetted May 5th, 1860.)

TO CORRESPONDENTS.

W. H. LANDON—Under "Division Courts."

A.—Under "General Correspondence."

JAMES STANTON—LAW STUDENT—J. C.—Too late for this number.