

cable for the maintenance of the lunatic, notwithstanding their seizure, but the Court of Appeal (Lindley, Rigby and Williams, L.JJ.) held that the Court had no jurisdiction to deprive an execution creditor of his rights under his execution, and that the mere issuing of a summons in lunacy does not withdraw the property of the lunatic from legal process by a creditor, and that this is not effected until an order is made showing that the Crown has taken the property under its protection, and that such order cannot be made so as to have a retroactive effect as against an execution creditor of the lunatic; and that the Court had, therefore, no jurisdiction to order a sale of the goods seized for the maintenance of the lunatic in priority of the claims of the creditor. In *Re Winkle* the goods were in possession of the officer of the Court of Lunacy, the goods there were therefore under the control of the Court and withdrawn from legal process, notwithstanding a creditor had an execution in the sheriff's hands.

MORTGAGE—CONSTRUCTION—PROVISO FOR "PUNCTUAL" PAYMENT.

In *Leeds and Hanley Theatre v. Broadbent* (1898) 1 Ch. 343, the Court of Appeal (Lindley, Rigby, and Williams, L.JJ.) in construing a proviso in a mortgage deed providing that the principal should not be called in for three years, provided the interest should be "punctually" paid, have come to what seems to be the very reasonable conclusion, that "punctually" really means "punctually," and does not admit of a delay of nine days, as Kekewich, J., held, nor indeed of any delay whatever beyond the day named for payment. A judicial attempt to make a new contract for the parties therefore failed.

MORTGAGEE OF SHARE OF TRUST FUND—RIGHT OF MORTGAGEE TO DEMAND PAYMENT OF WHOLE AMOUNT OF FUND MORTGAGED.

Hockey v. Western (1898) 1 Ch. 350, was an action by a mortgagee of a trust fund to compel the trustee of the fund to pay the whole amount of it to the plaintiff. The mortgagor had died intestate, and the trustees of the fund objected to paying the fund to the mortgagee except on his first rendering an account showing that there was as much due on his mort-