

in their deed provided that the property was granted "subject to a charge for the payment of any money which the personal representatives of the testator are liable to pay." The devisees having sold the property, the purchaser claimed that he was entitled to an indemnity from the vendors against the above mentioned charge, and the question was accordingly submitted to Kekewich, J., under the Vendors and Purchasers Act, and he held that the purchaser was not entitled to any indemnity, on the ground that a purchaser from the devisees for value, and without notice of debts, would take the land free from any liability for the debts of the testator.

FRIENDLY SOCIETY—POLICY OF FRIENDLY SOCIETY NOT ASSIGNABLE OTHERWISE THAN BY WAY OF NOMINATION.

In re Redman, Warton v. Redman (1901) 2 Ch. 471, the right to a policy issued by a friendly society was in question. It was claimed on the one hand by a person with whom it had been deposited by the insured, as security for a loan, and on the other by the executrix of the insured. No nomination had been made by the insured in favour of the alleged assignee, and Kekewich, J., held, following *Caddick v. Highton*, reported in a note to this case, that the alleged assignment was inoperative, and that the executrix was entitled to the fund: see R.S.O. c. 20, s. 151 (3), 1 Ed. 7, c. 21, s. 2 (5).

CORPORATION SOLE—RECTOR—POWER TO HOLD PERSONALTY—MORTMAIN—IRREGULAR INVESTMENT OF FUND BELONGING TO CHURCH IN LAND—13 ELIZ., c. 10, s. 3—NOTICE—TRUST.

Power v. Banks (1901) 2 Ch. 487, may be briefly noticed. The facts were as follows: A sum of money invested in stock was by Act of Parliament appropriated for the maintenance of the rector of a church. The stock was subsequently redeemed, and the redemption money paid to the rector of the church for the time being. He, without the concurrence of his bishop, and without obtaining any license to hold in mortmain, invested the money in the purchase of ground rents. He resigned, and transferred the property to his successor, one Hare, his heirs and assigns. Hare subsequently, with his grantor's concurrence, sold the land, and received the purchase money, which he misappropriated; his successor, the present plaintiff, claimed to be still entitled to the land so sold, notwithstanding the sale. Cozens-Hardy, J., however, held that he was not entitled to succeed, on the ground that