

RECENT ENGLISH DECISIONS.

mortgagees by accepting the order assented to the payment out of the fund, subject to any delay which might arise in the completion of the order, and therefore, were only entitled to the additional interest up to July 27, 1885.

DIRECTORS—BREACH OF TRUST—CONTRIBUTION.

Several points of interest were decided by Pearson, J., in *Ramskill v. Edwards*, 31 Chy. D. 100, affecting the liabilities of directors *inter se*, who concur in breaches of trust. The action was brought by a director against several co-directors, to compel them to contribute to the payment of moneys which had been recovered against the plaintiff for breaches of trust, in which he alleged the defendants had concurred. In the first place it was held, that a director who had not been present when an improper loan had been sanctioned by the board, but who, after the money had been advanced, attended a meeting, at which the minutes of the meeting which sanctioned the loan were confirmed, was not liable to his co-director to contribute in respect of such loan: but that the same defendant having been present at a meeting, at which another improper loan was proposed, and against which he protested, was liable to make contribution in respect of it, because he had attended a subsequent meeting, at which the minutes were confirmed, and signed a cheque for part of the improper loan. Another point determined was that where one of the directors liable to make contribution, who had been made a defendant, died after the commencement of the action, the cause of action survived against his personal representative.

ADMINISTRATION—CHARGE OF LEGACIES ON REAL ESTATE—GIFT TO CHARITY.

In *re Ovey, Broadbent v. Barrow*, 31 Chy. D. 113, turns upon the construction of a will. The testator after directing his executors, (whom he also appointed trustees) to pay his debts and funeral expenses, and giving various pecuniary legacies, gave all his personal estate and effects, except money or securities for money to R., and he gave and devised the residue of his estate, real and personal, to his trustees, upon trust to pay two specified sums, and the residue for such one, or more, or any hospital of a charitable nature, and in such proportions as they in their uncontrolled discretion should think fit. The Court of

Appeal had held that the gift to R. was not specific, but that all the pecuniary legacies must be paid before she would be entitled to anything. And Pearson, J., now held, although the whole personal estate was insufficient for the payment of legacies, and the realty had to be sold to make good the deficiency, R. was not entitled to be recouped out of the surplus proceeds of the realty for the amount of the personalty bequeathed to her which had been applied in the payment of legacies. He also held, that the trustees were entitled to appropriate the surplus to hospitals, which were authorized to take land by devise; the case on this point accords with *Anderson v. Dougall*, 13 Gr. 164.

The February numbers of the *Law Reports* comprise 16 Q. B. D. pp. 117-304, and 31 Chy. D. pp. 119-250.

LANDLORD AND TENANT—COVENANTS.

Commencing with the cases in the Queen's Bench Division the first to be noted is *Edge v. Boileau*, 16 Q. B. D. 117, which was an action by a lessee against his lessors for breach of a covenant for quiet enjoyment contained in a lease. The covenant was in the usual terms, viz., that the lessee, paying his rent and performing his covenants, should quietly enjoy the premises without interruption from the lessors. There were covenants by the lessee to pay rent, and repair. The rent being in arrear, and the premises out of repair, the lessors caused notice to be served on the lessee's sub-tenants, requiring them not to pay their rents to the lessee but to themselves, and threatening legal proceedings in default of compliance. The lessors, though requested to do so, refused to withdraw the notice for several weeks, and some of the sub-tenants paid their rents to the lessors. A verdict was found for the plaintiff, and the case came before the Divisional Court on a motion by defendants for a new trial, or to enter judgment for them, on the ground that there was no evidence of any breach of the covenant, because the covenant was conditional on the plaintiff performing his covenants. But on the authority of *Dawson v. Dyer*, 5 B. & Ad. 584, the Court (Pollock, B., and Manisty, J.) held that the covenants were independent, and that the plaintiff was entitled to recover.