that there was jurisdiction at the time the petition was first presented to make the order, and that the jurisdiction could not be affected by the subsequent proceedings in Australia, and a winding up order was accordingly made, limiting the powers of the provisional liquidator to the English assets; the learned judge expressing the opinion that the winding up in England would be ancillary to a winding up in Australia, and that if the circumstances remained the same the powers of the official liquidator ought to be restricted in the same way.

TRUSTEE AND CESTUI QUE TRUST—RIGHT OF CESTUI QUE TRUST TO PRODUCTION OF TITLE DEEDS.

In re Courin, Courin v. *Gravett*, 33 Chy. D. 179, it was determined by North, J., that a *cestui que trust*, though only interested in the proceeds of a sale, has a *prima facie* right to the production and inspection of all title deeds and documents relating to the trust estate which are in the possession of the trustees; and one *cestui que trust* can enforce this right against the trustees without bringing the other persons beneficially interested before the court when they have no higher right than himself.

WILL—MORTGAGED ESTATE—INCUMBRANCE—EXONERATION—LOCKE KING'S ACT (17 & 18 VICT. C. 113).

In re Smith, Hannington v. *True*, 33 Chy. D. 195, is a decision under Locke King's Act (see R. S. O. c. 106 s. 36). A testator, the whole of whose real estate was subject to a mortgage, after directing payment of his debts devised a freehold house to his wife absolutely, "to do with as she thinks proper"; and he directed his executors to sell whatever other freehold property he possessed, and collect all debts due to him, and apply the proceeds in payment of certain legacies. The question was whether the devise to the wife showed "a contrary or other intention," so as to exclude the operation of Locke King's Act, so as to make the other real estate primarily liable for the mortgage debt. North, J., held that it did not, and that the house devised to the wife must bear its rateable proportion of the mortgage debt.

WILL—CONSTRUCTION—SUPPLYING OMISSION BY INFERENCE.

The case of *Mellor* v. *Daintree*, 33 Chy. D. 198, is an illustration of the extent to which the court will go in supplying by inference an apparent omission in a will. The scheme of the will in question appeared to be a division by the testator of his estate between two persons. As to one moiety the will expressly provided that the devisee should become absolutely entitled in case he should attain twenty-five, but in the disposition of the other moiety this provision was omitted, though in other respects the terms of the devise was similar. The omission, North, J., held, might be supplied by inference.

MORTGAGE—CONSOLIDATION.

The case of *Bird* v. *Wenn*, 33 Chy. D. 215, is a decision of Stirling, J., upon the question whether a mortgagee was entitled to consolidate his mortgages as against a subsequent incumbrancer under the following circumstances: The plaintiff was third mortgagee of a leasehold property, A, on which there was a first mortgage to a company of £1,000. The company subsequently took a mortgage on a property, B, from the same mortgagor. The lease of A was nearly out, and by arrangement between all parties the company advanced £1,000 for a new lease which was granted to the mortgagor, and was then mortgaged by him, first to the company to secure £2,000 and advances, and subject thereto to the plaintiff. By a memorandum between the company and the plaintiff, given at the time, it was agreed that the company was to have priority for their £2,000, and advances not to exceed in the whole £2,300. The mortgage to the company stipulated that the restriction on the consolidation of mortgages created by the Conveyancing Act of 1881 should not apply to the securities held by the company for the moneys due from the mortgagor. The company having assigned both mortgages on A and B to the defendant, he claimed the right to consolidate them as against the plaintiff who brought his action to redeem property A. Stirling, J., held that the defendant had no greater right than his assignors, and as the latter could not have required the plaintiff to redeem both mortgages, so neither could the defendant.

HUSBAND AND WIFE—EQUITY TO SETTLEMENT—MISCONDUCT OF HUSBAND.

Reid v. *Reid*, 33 Chy. D. 220, is another decision of Stirling, J. The plaintiff was en-