WILL—CONSTRUCTION—VESTING—"FROM AND AFTER."

In re Jobson, Jobson v. *Richardson*, 44 Chy.D., 154, is a decision of North, J., upon the construction of a will whereby a testator gave a house to his trustees upon trust, to permit his daughter to receive the rents thereof for life, "and from and after her decease the same premises shall be in trust for all the children of E. in equal shares as tenants in common, on their respectively attaining the age of twenty-one years." There was no direction as to the application of the rents of the property after the death of the tenant during the infancy of the children. The question was whether the words "from and after" had the effect of giving the children a vested estate before attaining twenty-one, and North, J., distinguishing the case from *Andrew* v. *Andrew*, 1 Chy.D., 410, held that it did not, but that the interests of the children were contingent on their attaining twenty-one.

PRACTICE—MORTGAGE—FORECLOSURE—REDEMPTION—SUBSEQUENT INCUMBRANCES.

Smithett v. *Hesketh*, 44 Chy.D., 161. was a foreclosure action in which the plaintiffs were first mortgagees; the second incumbrancer was an annuitant under a settlement; the plaintiffs were third mortgagees, and there were several subsequent mortgages. The plaintiff claimed that only one day should be given to all the subsequent incumbrancers to redeem his first mortgage, but North, J., gave the annuitant six months to redeem, and in case she did redeem gave the plaintiff, as third mortgager, three months to redeem subject to the annuity, and a third period of three months to the subsequent incumbrancers; but if the annuitant did not redeem, giving the subsequent incumbrancers a second period of only three months.

PRINCIPAL AND SURETY—CO-SURETIES—COUNTER SECURITY GIVEN BY PRINCIPAL DEBTOR TO ONE CO-SURETY—RIGHT OF SURETIES TO PARTICIPATE IN SECURITY GIVEN TO CO-SURETY.

Berridge v. *Berridge*, 44 Chy.D., 168, is an important decision on the law of principal and surety, and is a development of the doctrine established by *Steel* v. *Dixon*, 17 Chy.D., 825, in which it was decided that a surety is bound to bring into hotchpot, for the benefit of his co-sureties, whatever he receives by virtue of any security he may hold. The necessary effect of this rule is, as is shown by this case, that where there are several sureties, and one of them obtains from the principal debtor a security for his liability, this security virtually enures for the benefit of his co-sureties for the full amount of their liability; because as often as the surety who holds the security recovers any payment which he has made on account of the principal debt, he is bound to share the sums so received with his co-sureties in case of their liability; and as he has the right to resort to his security for indemnity against the amount so paid his co-sureties, the security is virtually a security for the whole debt, and not merely for the share of the surety to whom it is given.

ARBITRATION—AGREEMENT TO REFER MATTERS IN DISPUTE—STAYING ACTION BY PARTY TO AGREEMENT—QUESTION OF LAW—C.L.P. ACT, 1854, S. 11—(R.S.O., C. 53, S. 16).

In re Carlisle, Clegg v. *Clegg*, 44 Chy.D., 200, an application was made to North, J., to stay the action under the C.L.P. Act, 1854, s. 11 (R.S.O., c. 53, s.