

be deemed to have had notice of shortly before 23rd of July. On the part of the vendors, it was contended that the purchaser was too late in taking the objection; but North, J., was of opinion that the existence of the restrictive covenant constituted a valid objection to the title, and that the purchaser was not precluded by his delay from relying on it, and that he was entitled to be relieved from the contract.

VENDOR AND PURCHASER—VOLUNTARY SETTLEMENT—SALE BY TRUSTEES—TITLE—EVIDENCE OF SETTLEMENT.

*In re Briggs & Spicer* (1891), 2 Ch. 127, trustees claiming under a voluntary settlement sold the trust estate. The settlement was liable to be defeated by a trustee in bankruptcy in the event of the settlor becoming insolvent within ten years after the date of the settlement, unless it could be shown that he was solvent when it was made. This fact was held by Stirling, J., to constitute a valid objection to the title; and although the objection might possibly be removed by the settlor concurring in the sale, and by his conveying to the purchaser, and the latter paying the purchase money by the settlor's direction to the trustees, yet such a title could not be forced on an unwilling purchaser because the Court would not assist the settlor to get rid of his own settlement; and also because there was no means of ascertaining conclusively that the settlement was not in the first instance, or had not subsequently become, a settlement for value.

MORTGAGE—PAYMENT OFF BY PERSON SUPPOSING HIMSELF TO BE OWNER OF EQUITY OF REDEMPTION—EFFECT OF PAYMENT OF MORTGAGE AS AGAINST PARTIES CLAIMING ADVERSELY TO PERSON PAYING—PRESUMPTION OF INTENTION TO KEEP MORTGAGE ALIVE.

*In re Pride, Shackell v. Cobnett* (1891), 2 Ch. 135, a person claiming to be the owner of five-sixths of the equity of redemption in mortgaged property paid off the mortgage and took a reconveyance, and an assignment of the mortgage as to the one-sixth share which he did not claim to own; subsequently the conveyance of one undivided one-sixth share in the equity of redemption under which the payer claimed was set aside, and the owner of this share claimed that the mortgage had been discharged as against her, but Stirling, J., held that the person paying off the mortgage must be presumed to have intended to keep the mortgage alive as against this share.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—PURCHASER IN POSSESSION AND TITLE ACCEPTED—PAYMENT OF PURCHASE MONEY INTO COURT—OPTION TO GIVE UP POSSESSION.

*In Greenwood v. Turner* (1891), 2 Ch. 144, which was an action by a vendor for specific performance of contract for the purchase of land, the plaintiff made an interim application to compel the defendant to pay his purchase money into Court *pendente lite* on the ground that he was in possession and had made no objection to the title. Kekewich, J., however, held that the defendant was entitled to a month in which to elect either to pay his purchase money into Court or give up possession; and that a purchaser in possession is always entitled to this option unless he has done something which interferes with the value of the property.