

gages ; (2) a question of priority between a mortgage and a subsequent settlement by the mortgagor ; and (3) a question as to the effect of a limitation over in a settlement in the event of the settlor alienating his life estate in the settled estate, he having, at the time of the settlement, already executed a mortgage. Kekewich, J., it may be remembered, held that, where a subsequent incumbrancer who is entitled to priority over a mortgage prior in date, makes further advances to his mortgagee in pursuance of a covenant contained in his mortgage, after he has acquired notice of the first mortgage, he is entitled to tack such subsequent advances to his mortgage, notwithstanding they were made after notice. The Court of Appeal held that this was erroneous, and that such advances could not be tacked to the prejudice of the first mortgagee, notwithstanding they were made pursuant to a covenant. With regard to this point, Lindley, M.R., says that a covenant to make further advances is released whenever the mortgagor is prevented from giving the agreed security therefor. As soon as the second mortgagee acquired notice of the first mortgage therefore he was exonerated from his obligation to make further advances. On the question of the priority of the settlement over the first mortgagee the decision of Kekewich, J., was also held to be erroneous, because the settlement as against the first mortgagee must be deemed to have been voluntary, notwithstanding it was made in pursuance of an agreement with the second mortgagee. The conclusion of Kekewich, J., that the limitation over in the settlement, in the event of the settlor alienating his life estate, took effect immediately on the execution of the settlement, on the ground that the settlor had previously executed a mortgage of his interest, was also reversed

COMPANY—DISQUALIFICATION OF DIRECTOR—"PLACE OF PROFIT."

In *Astley v. New Tivoli* (1899) 1 Ch. 151, a very simple question is involved. By the articles of association of a limited company, it was provided that the office of director should be vacated "if he accepts or holds any office or place of profit under the company, except that of managing director." A director was appointed as trustee of a deed of trust made to secure debentures of the company, and was nominated and paid by the company. It was held that such appointment was "a place of profit" under the company, within the meaning of the articles, and that the trustee was disqualified from further acting as a director.