

in fact, ensue. We may observe that these cases establish that the English law on this subject differs from the law in Ontario as laid down in *Elizabethtown v. Brockville*, 10 O.R. 373, where the Chancellor held that one municipality in Ontario could not, under R.S.O., c. 205, 595, establish a smallpox hospital within the limits of any other municipality.

WILL—GIFT TO "RELIGIOUS SOCIETIES" WITHOUT SPECIFYING ANY PARTICULAR SOCIETIES—CHARITY—GENERAL CHARITABLE INTENT—COSTS.

In *re White v. White*, (1893) 2 Ch. 41, a testator had given his property "to the following religious societies, viz.: . . . to be divided in equal shares between them," but the particular objects were not named in the will. It was contended by the Attorney-General, on behalf of the Crown, that the will indicated a general charitable intent, and that although the particular objects were omitted, yet the court should direct a scheme in order to carry out the intention of the testator. Although Kekewich, J., admitted the principle invoked, he held it did not apply because, in his opinion, a gift to religious societies was not necessarily a charitable gift in the technical sense of the word, and he therefore held there was an intestacy; but the Court of Appeal (Lindley, Bowen, and Smith, L.JJ.) came to a different conclusion, holding that, although a particular "religious" purpose may be shown not to be a charitable purpose, as technically understood, yet that the authorities had established that a bequest to "religious" purposes was *prima facie* a bequest for "charitable" purposes. They, therefore, reversed the decision of Kekewich, J., and directed a scheme as to such part of the gift as consisted of pure personality at the testator's death. The costs of all parties were ordered to be paid out of the estate.

MORTGAGE—REDEMPTION—TWO PARTIES—SUBSEQUENT INCUMBRANCES—PRIORITY—MARSHALLING APPORTIONMENT OF INCUMBRANCES.

In *Flint v. Howard*, (1893) 2 Ch. 54, a somewhat intricate question is discussed concerning the right of redemption. The action was brought by the plaintiff to redeem. The charges on the mortgaged property stood as follows: (1) Mortgage to defendant Howard for £6000 on properties A. and B. The plaintiff was owner of property B., subject to Howard's mortgage. (2) A mortgage on property A., in favour of defendant Howard for £2500. (3) A mortgage on property A. for 1700 in