

Law Guarantee Society it was argued that if the Mortgage Co.'s contention were correct a person with no assets other than full re-insurance might be driven into bankruptcy and only be able to recover from the re-insurers the nominal dividend his assets would pay, although the very object of the re-insurance was to provide him with funds to meet his liability; and the Court of Appeal agreed that such is not the effect of a contract of re-insurance such as was in question in this case. It is not a contract of indemnity against what the insured are actually able to pay, but a contract insuring them against what they are liable to pay in respect of the risk insured against.

EASEMENT—RIGHT-OF-WAY—PRIVATE ROAD—FENCING RIGHT-OF-WAY—ACCESS BY GATES—OBSTRUCTION.

*Petley v. Parsons* (1914) 2 Ch. 653. The exact facts of this case it would be difficult to explain without a diagram, but it may suffice here to state that the question involved was the right of access to a road over which the defendant had a right of way by grant from the plaintiff. At the time of the grant the way was unfenced. Subsequently the plaintiff fenced in the way, giving the defendant access by means of a gate, which gate and fence the defendant removed as being an obstruction of his right-of-way. Sargant, J., held that the defendant was justified in removing the fence and gate, but the Court of Appeal (Cozens-Hardy, M.R., and Eady and Pickford, L.JJ.) reversed his decision, holding that the defendant had no right to insist on the way remaining unfenced, and that what had been done by the plaintiff was not any infringement of the defendant's right over the way.

PRACTICE—FUND IN COURT—PAYMENT TO ONE TRUSTEE.

*Leigh v. Pantin* (1914) 2 Ch. 701. A fund in Court had been settled by a lady, on her marriage in 1890, in trust for herself for life, then for her husband for his life, and on the death of the survivor for the children of the marriage, and in default of children for the settlor absolutely. The only trustee of the settlement was the settlor's brother. In 1890 the husband deserted his wife and had not since been heard from, and there were no children of the marriage. The sole trustee and the wife now applied for payment out of Court of the fund to the trustee. The husband was not a party to the proceeding. After consideration, Sargant, J., came to the conclusion that although the general rule is that a fund in Court will not be ordered to be paid out to a sole trustee without the consent of all the beneficiaries, yet in the