

CLARITY—WILL—GIFT TO PROMOTE THE SPREAD OF EVANGELICAL PRINCIPLES.

*In re Hunter, Hood v. Attorney-General*, (1897) 2 Ch. 105, the Court of Appeal (Lindley, Lopes and Rigby, L.JJ.) have reversed the judgment of Romer, J., (1897) 1 Ch. 518, (noted ante p. 493) holding that a gift for the purpose of purchasing advowsons in order to promote the spread of principles known as Evangelical, is a good charitable gift—and that where as here, the gift is for the purchase of advowsons for the purpose of spreading those principles, there would be no discretion in the trustees to present to such livings clergy who did not hold those principles, and to do so would be a breach of trust.

VENDOR AND PURCHASER—TITLE DEEDS, RIGHT TO CUSTODY OF—RETENTION OF INTEREST BY VENDOR.

*In re Williams & Newcastle's Contract*, (1897) 2 Ch. 144, a mortgagee of land and policies of life insurance sold the land under the powers of sale contained in the mortgage, retaining the policies of insurance; the purchaser claimed to be entitled to the custody of the mortgage deed, but the vendor refused to deliver it up, and relied on Rule 5, ins. 2 of the Vendors' and Purchasers' Act, 1874, that "where a vendor retains any part of an estate to which any documents of title relate he shall be entitled to retain such documents." North, J., however, held that the word estate in that Rule referred only to land including leaseholds, and did not justify the retention of the deed by the vendor. In Ontario the right of the purchaser would be so much the stronger, inasmuch as there is no such statutory provision, and as North, J., remarks, "apart from the Vendor and Purchaser Act it is clear that the right to the deed would go with the land."

COMPANY—WINDING UP—JUDGMENT CREDITOR—RECEIVER—EQUITABLE EXECUTION—SECURED CREDITOR—COMPANIES ACT, 1862 (25 & 26 Vict., c. 89) ss. 87, 163 (R.S.C. c. 129, ss. 16, 63.)

*In Croshaw v. Lyndhurst Ship Co.*, (1897) 2 Ch. 154, the question at issue was simply whether a judgment creditor of a company who had obtained, prior to a winding up order against the company, the appointment of a receiver by way