sonal estate, which savoured of realty, the bequest to the charity failed, and went to the Crown for want of next of kin. The question was whether the exoneration of the personalty applied to that portion of the bequest which went to the Crown, and Bacon, V.C. held that it did not; but the Court of Appeal, refusing to follow *Broom* v. *Groombridge*, 4 Madd. 495, varied the order of the Vice-Chancellor by directing that the debts should be apportioned between the pure and impure personalty, and that the freehold and leasehold estates specifically charged with payment of debts and legacies, should be applied in exoneration of the pure personalty, and declaring the Crown entitled to the impure personalty less the proportion of debts, etc., thrown upon it.

AMENDMENT—NEW CASE—DELAY.

Clark v. *Wray*, 31 Chy. D. 68, was an action for specific performance of an agreement to grant the plaintiff, who was in possession, a lease of a brickfield. The defendant delivered a defence admitting the agreement, and expressing his readiness to perform it; he also counter-claimed for rent alleged to be due under the agreement, and for labour and materials supplied the plaintiff. Three months after issue joined, and after notice of trial served, the defendant applied to amend by adding a claim for the recovery of the land; but Bacon, V.C., refused the amendment, on the ground of the amendment asked being substantially a new case, and also on the ground of delay.

WILL—GIFT TO HUSBAND OF ATTESTING WITNESS—ACCELERATION OF INTERESTS.

In re Clark, *Clark* v. *Randall*, 31 Chy. D. 72, is a decision of Bacon, V.C. A testator devised and bequeathed all his real and personal property to his wife for life, and after her death to be divided between such of his children as should be living at her death, and in case of any of his children predeceasing his wife, leaving issue, such issue were to take their parent's share, and in the event of any of his daughters being married at his wife's decease, such portion as they might be entitled to was left to them and their children exclusively, and to be in no way controlled by their husbands. At the death of the testator's widow one of his daughters was living who had several children. Her husband was an attesting witness to the will, and consequently the gift to her was void under s. 15 of the *Wills Act* (see R. S. O. ss. 16, 17). The question was, whether the gift in favour of her children was thereby accelerated? and Bacon, V.C., held that it was.

GIFT IN REMAINDER—REMAINDERMAN PREDECEASING TENANT FOR LIFE.

In re Noyce, *Brown* v. *Rigg*, 31 Chy. D. 75, is another decision of Bacon, V.C., on the construction of a will, whereby a testatrix gave three houses to E. for life, and after his death directed that they should be sold, and the proceeds to be equally divided amongst her three nephews and niece, but should either of the nephews or niece "die before they are entitled to the property, leaving issue," she gave the share of him or her so dying to his or her children. All the remaindermen survived the testatrix, but three of them predeceased E. leaving children who survived him. The question in dispute was whether the children of the deceased remaindermen or the personal representatives of the latter were entitled to the fund, and this turned on the meaning to be attributed to the words "die before they are entitled." Did it mean die before entitled "in right," or "in possession"? The learned judge came to the conclusion that they meant "entitledin possession," and that therefore, the children took in preference to the personal representatives.

MORTGAGOR AND MORTGAGEE — INTEREST IN LIEU OF NOTICE—ORDER FOR PAYMENT OF MORTGAGE OUT OF FUND IN COURT.

In re Moss, *Levy* v. *Sewill*, 31 Chy. D. 90, a mortgagor gave six months' notice to his mortgagee of payment off of the mortgage on July 1, 1885. On May 20, 1885, an order was made with the concurrence of the mortgagees for payment of the mortgage out of a fund in Court, with interest up to July 1, 1885. Owing to delay in the completion of the order, the payment could not be made on July 1; and on July 2, the mortgagees applied for payment of six months' additional interest in lieu of a fresh six months' notice to pay off the mortgage. On July 20 the order was completed, and on July 21 the mortgagors took the sum mentioned in the order out of Court. Pearson, J., under these circumstances, held that the