In other cases the allowance or rejection of the claim has been made to turn upon the answer to the question, whether it was or was not the intention of the testator to benefit only those servants who may be properly described as "domestic" or "indoor" (*l*).

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his death. The specific ground chiefly relied upon by North, J., was, that the words "full salary" could not by any other construction be made to bear a reasonable meaning. In his opinion the most obvious import of these words was, that the legacies were to be measured by the salaries which the servants should be receiving at the time of the testator's death, and except upon the assumption that only those servants were to take who should then be in his employment there would be no standard by which to measure their legacies. *Re Marcus* (1887) 56 L. J. Ch. 830.

Where a testator by a codicil gave legacies to several persons by name who had "lived many years in his family," and added "to the other servants £500 each," it was held that a servant who was living with the testator at the date of the codicil, but not at his death, was entitled to a legacy of £500. *Parker* v. *Marchant* (1842) 2 Y. & C. 290, 6 Jur. 292, aff'd 7 Jur. 457. The decision was put by Bruce, V.C., on the ground that the codicil did not, in express terms, annex to the gift the condition of continuing service, and that the circumstance of the testator's having described the legatees by their employments, and not by name, did not import that the employment and character must continue. On appeal the Lord Chancellor expressed his approval of this conclusion, and said that the case of *Jones* v. *Henley* (note 9, *supra*), did not apply.

Where a testator directed his trustees "to pay to each man who shall have been in my employ over ten years the sum of £10 for each year's service beyond the ten years," it was held, that a man who had been in the testator's employment for fifteen years, but had left his employment before the date of the will, and was not in his employment at the time of his death, was entitled to a legacy of £50. *Re Sharland* (1896) 1 Ch. 517, North, J., declined to read into the clause a condition as to the continuance of the employment till the death of the testator, especially as such a condition was expressly included in the clause of the will.

(*l*) In *Jones* v. *Henley* (1685) 2 Chanc. Rep. 361, it was held that only the menial servants of the testator were entitled to take until a will by which he bequeathed in general terms a legacy of £100 apiece to all his servants (see note *i*, *supra*). But