

had at that date made a new will containing the same dispositions as the original will, but with the alterations introduced by the various codicils." Even that lucid definition is not free from difficulty. What is the meaning of the same dispositions?" Does it mean the same words of disposition, or the same subject of disposition? In cases of ademption the point may be of great importance. The question seems to have arisen in *Macdonald v. Irvine*, 38 L.T. Rep. 145; 8 Ch. Div. 108. There a testator being possessed of Egyptian Nine per Cent. Bonds specifically bequeathed them to various legatees. After the date of his will he married, and by a codicil, after making various dispositions, he confirmed his will. Between the dates of his will and of his codicil the testator sold his Egyptian Nine per Cent. Bonds, and with the proceeds of the sale and other moneys purchased other Egyptian Bonds, called Khedive Bonds; and it was held by Vice-Chancellor Hall that the specific legacies of the Egyptian Bonds were adeemed and that the Khedive Bonds formed part of the residue. The Vice-Chancellor said: "Where he confirms the will you must repeat it only in this sense, that you repeat the disposition in the will giving the thing which he gave by the will and not a different thing. I cannot make the codicil pass a different thing from that which was effectually disposed of by the will and would have passed by it" (see observations on that case in *Re Donald; Moore v. Somerset*, 53 S.J. 673); but suppose that instead of selling the Egyptian Nine per Cent. Bonds they had been merely converted into bonds for smaller amounts, such as from £100 to £20 the question would have been more difficult. Even without the words of confirmation in question, it was decided as long ago as *Barnes v. Crowe*, 1792, 4 B.C.C. 11, note (c.) that a codicil attested by three witnesses was a republication of the will, drawing down the date of the will to that of the codicil, unless a particular intent is shewn to the contrary (and see *Yarnold v. Wallis*, 4 Y. & C. Ex. 160). The point came before Mr. Justice North in *Re Champion; Dudley v. Champion*, 67 L.T. Rep. 344; 94 L.T. Jour. 57; (1893), 1 Ch. 101. There a testator by his will dated in April, 1873 devised a freehold cottage, with all the land thereto belonging,