contingent remainders; and, after some specific legacies, gave to H. and D., two of the beneficiaries, the household furniture, &c., to hold in trust as heirlooms for whoever should succeed under the provisions of the will to the property in the house; gave the residue of his property to the said H. and D., upon trust to sell and convert "with all convenient speed after the death of the survivors" of himself or his said brother J. S. and the said H. and D. were, in this part of the will, appointed executors. The expression, "the survivor of myself and my said brother" J. S., occurred in several places in the will. J. S. died in the testator's lifetime. *Held*, that the gift to J. S. was a gift for life, with power of appointment and a gift over on J. S.'s failure to appoint, or on his death in testator's lifetime; and this latter event having happened, the gift over took effect on the death of the testator.—*In re Stringer's Estate. Shaw* v. *Jones-Ford*, 6 Ch. D. 2.

4. A testator recited that his son had become indebted to himself in various sums, and bequeathed to the son the sums mentioned, and released him from payment thereof. Between the date of the will and testator's death, the son became still further indebted to the father. *Held*, that these sums were not covered by the will, under the Wills Act (1 Vict. c. 26).—*Everett* v. *Everett*, 6 Ch. D. 122.

5. A testator gave, devised, and bequeathed "all the real and personal estate which I am or shall or may be entitled to under the will of my late uncle J. M." to the defendants. He bequeathed to the plaintiff the residue of his personal estate. Between the date of the will and the testator's death he received £800 from his uncle's estate, and invested £600 thereof in railway stock. He purchased before his death £3,500 more of this stock; and at his death the whole £4,100 stock was standing in his name. *Held*, that the defendant was entitled to the £600 stock.—*Morgan* v. *Thomas*, 6 Ch. D. 176.

6. A testator provided that his residuary estate should be divided into sevenths, gave one-seventh to each of his two sons absolutely, and the remaining five-sevenths to trustees to pay the income to his five daughters, Elizabeth, Sarah, Eliza, Mary, and Hannah, during their respective lives, in equal shares. Upon the decease of Elizabeth, the trustees should pay one-fifth of the fund to the children of Elizabeth; upon the decease of Sarah, one-fifth to the children of Sarah; upon the decease of Eliza, one-fifth to the children of Mary; and upon the decease of Hannah, one-fifth to the children of Hannah. The testator made mention in a subsequent part of the will "of the issue of any of" his daughters, without discriminating. *Held*, that the will must be construed by interpolating a provision for the children of Eliza on her death similar to that made for the others, and a clause stating that the provision for the children of Mary should take effect on the death of Mary, instead of on the death of Eliza.—*In re Redfern. Redfern* v. *Bryning*, 6 Ch. D. 133.

THE EARLY FRENCH BAR.

In the earlier period of the French bar the proceedings in the ecclesiastical courts were conducted wholly in the Latin language; in the secular courts the vulgar tongue alone was used; but the technical terms of the law, the pedantry and affectation of lawyers and judges rendered their speech nearly, if not quite, incomprehensible to the public at large; so that the French that was heard in the courts was as different from that of the common people as was that of the prioress of Chaucer:

> "And French she spake full fayre and fetisly,
> After the scole of Stratford atte Bowe,
> For French of Paris was to hire unknowe."

Thus when, in 1393, the kings of England and France were treating for a truce, the English commissioners could not understand the language of the French lawyers who represented their adversary; and Froissart says that the English excused themselves in the discussion by saying, "that the French which they had known from infancy was not of the same nature and condition as that which the clerks of law used in their treaties and proposals." As the English of the higher classes of that day, such as would be selected for agreeing on a truce with the enemy, generally understood French quite as well as their own language, it would seem that the dialect of the bar of which they complained must have been peculiarly barbarous and uncouth. Such, however, was the fashion of the age; science and learning of