

settlement of her share was made whereby a life interest was limited to her second husband, who survived her. She died without leaving any issue. The contest was between those children entitled under the gift over, and the second husband. Kay, J., was of opinion that the gift over furnished the key to the proper construction of the trusts of the will, and that as that provided that the gift over was not to take effect except on the daughter dying without issue, it was obvious that would include the children of any marriage she might contract, and therefore under the trusts of the will, the settlement in favour of the second husband was valid.

WILL—CONSTRUCTION—RESIDUE—DIRECTION THAT SHARE SHALL SINK INTO RESIDUE—SHARE OF RESIDUE TO BE SETTLED UPON SAME TRUSTS AS LEGACY.

*In re Ballance, Ballance v. Lanphier*, 42 Chy.D., 62 is another decision of Kay, J., upon the construction of a will. In this case the testator gave legacies upon trust for each of his daughters for life, and after her death for her husband and children, and subject thereto he directed that each legacy "should sink into and form part of my residuary estate, and be applied and disposed of as hereinafter mentioned." He gave his residue to his children equally, "the shares of daughters to be paid to the same trustees respectively, and to be settled upon the same trusts" as their respective legacies. One of the daughters died unmarried. The question was how her share ought to be disposed of? Kay, J., held that the direction for the settlement of the daughter's share of residue being executory, in framing a settlement of this share the Court should modify the ultimate gift over by inserting a limitation in favour of the other residuary legatees, excluding the particular daughter, and that the share of the deceased daughter was divisible accordingly among the other residuary legatees.

DAMAGES—DETENTION OF GOODS—MEASURE OF DAMAGES—RIGHT TO DAMAGES NOT TAKEN AWAY BY APPOINTMENT OF RECEIVER.

In *Dreyfus v. The Peruvian Guano Co.*, 42 Chy.D., 66, Kay, J., lays down the principle that where goods of a plaintiff are wrongfully detained by a defendant under circumstances entitling the former to damages, such right to damages is not lost by the appointment of a receiver by consent *pendente lite*. The action was brought for delivery to the plaintiffs of certain cargoes then at sea, to which the plaintiffs claim to be entitled, and for an injunction to prevent the defendants from receiving them, and for damages for detention. The defendants by their pleadings claimed the right to receive the cargoes, and shewed that they intended to receive them. Previous to the hearing a receiver was appointed by consent—at the hearing the plaintiffs proved their title to the cargoes—and Kay, J., held they were entitled to damages for their detention, which he allowed at 5 per cent. on the value of the cargoes up to the date of the judgment. Another point in the case arose in reference to an order of the House of Lords, whereby it was declared that the defendants were entitled to be reimbursed by the plaintiffs certain expenses "so far as the same have not been already repaid to them