"her heirs and assigns: and it is my desire that she allows to A.G. an annuity of £25 during her life, and that A.G. shall, if she desire it, have the use of such portions of my household furniture as may not be required by my daughter." The daughter and her husband were appointed executors. It was held by the Court of Appeal (Cotton, Bowen and Fry L.JJ.) (reversing the Vice-Chancellor of the County Palatine), that no trust or obligation to pay the annuity, or to permit the use of the furniture, was imposed on the daughter, but that there was only a request to the daughter, not binding on her at law, to make that provision for A.G. Cotton L.J. at p. 257 says: "No doubt in the old cases slight expressions were laid hold of to create a trust, but the recent authorities have gone the other way. I adhere to what I said in *In re Adams* v. *the Kensington Vestry*, 27 Chy. D. 394, 410: 'Having regard to the later decisions, we must not extend the old cases in any way, or rely on the mere use of any particular words, but, considering all the words which are used, we have to see what is their true effect, and what was the intention of the testator as expressed in his will.' A reasonable construction is to be given to the will."

COMPANY—WINDING UP—CONTRIBUTORY—AGREEMENT TO APPLY DEBT IN PAYMENT OF CALLS.

In re Land Development Association, 39 Chy. D. 259. The decision of Kay, J., noted *ante* vol. 24, p. 270, was affirmed by the Court of Appeal (Cotton, Fry and Lopes, L.JJ.)

WILL—CONSTRUCTION—REMOTENESS—DIVISIBLE GIFT.

In re Harvey, Peck v. *Savory*, 39 Chy. D. 289, the Court of Appeal (Cotton, Bowen and Fry, L.JJ.) differed from the construction placed by North, J., on the will of a testatrix whereby she made an alternative limitationof her real estate to her right heirs in case both her daughters (for whom and their husbands and issue provision had been made by the will) should die without having any child, *or the issue of any child* living at the decease of the survivor of them, or the survivor of their respective then present or any future husbands. Neither of the daughters married again, and each of them died leaving her husband surviving, but no issue. The Court of Appeal held that the gift over was not in the alternative on the happening of either of two distinct events, but a single gift over on one event involving two things, and that as the testatrix had not separated the gift, the Court could not separate it and that it was therefore void for remoteness.

TRUSTEE—TRUSTEE RELIEF ACT—PAYMENT INTO COURT—COSTS—JURISDICTION.

In re Parker's Will, 39 Chy. D. 303, shows that when a trustee pays money into Court under the Trustee Relief Act and deducts his costs and expenses, that on an application to pay out the fund, the Court has no jurisdiction to order payment of the costs and expenses so deducted; but that if it is claimed that costs and expenses have been improperly retained by the trustee, separate proceedings must be taken by writ.