

**WILL—LEGACY BY PARENT TO CHILD—INFANT—CONTINGENT
GIFT—CONTINGENCY NOT REFERABLE TO LEGATEE ATTAINING
MAJORITY—INTEREST—MAINTENANCE—SHARE OF RESIDUE.**

In re Abrahams, Abrahams v. Bendon (1911) 1 Ch. 108. The facts of this case were, that a testator by his will bequeathed to each son living at his death who should attain the age of twenty-five years, £15,000, and a further sum of £15,000 to each son who should attain thirty years. He also directed his trustees to stand possessed of $\frac{3}{14}$ parts of his net residuary estate in trust for his son Frank in case and when he attained 21 years, and provided that the said shares should not vest absolutely in him, but should be held in trust for him for life, and after his death in trust for his children. Frank was 13 when the testator died, in 1909. This was an application by the trustees to determine whether the two legacies of £15,000 to Frank carried interest and from what time. It was argued on behalf of the other parties interested in the estate that the gift of the share of the residue contingent on Frank attaining 21, the interest of which under s. 43 of the Conveyancing Act was available for his maintenance, was such a provision for his maintenance as would in any case preclude him from getting interest on the two contingent legacies of £15,000, but Eve, J., in deference to *Re Moody*, 5 Ch. D. 837, held that it was not; though, he said but for that decision, he would have held that it was. But on the main point he was of the opinion that the rule of the Court allowing interest on legacies to infants contingent on their attaining 21 when given by a parent or person in loco parentis, could not be extended to the gift of legacies given by a parent to a child, where the contingency, as in this case the attaining 25 and 30 years, had no reference to the infancy of the legatee.

**WILL—DEVISE OF REAL ESTATE—TRUST TO APPLY NET RENTS IN
DISCHARGE OF MORTGAGES—REMOTENESS—GIFT TO UNASCERTAINED CLASS—GIFT OF RESIDUE.**

In re Bewick, Ryle v. Ryle (1911) 1 Ch. 116. In this case the rule against perpetuities was invoked. A testator had devised all his real estate to his executors upon trust to receive the rents, and after paying thereout rates, taxes, outgoings, and repairs, to pay off all mortgage charges existing on the real estate held by a certain building society or others, and upon trust after the mortgages were paid off to sell and divide the pro-