

will, made prior to her husband's death, the wife appointed the trust estate to him, consequently the property devolved on the wife absolutely for default of appointment; and the question was, whether it passed to her representatives as realty or personalty. Neville, J., determined that the trust for sale (even though subject to the consent in writing of the wife) worked a conversion of the property,—and that the wife's will was no evidence of an election on her part to take the property as unconverted, and consequently it devolved as part of her personal estate.

COMPANY—DECLARATORY JUDGMENT—CONSTRUCTION OF MEMORANDUM AND ARTICLES OF ASSOCIATION—RIGHT TO DIVIDENDS.

*Eving v. Israel* (1918) 1 Ch. 101. This was an action to obtain a declaratory judgment construing the memorandum and articles of association of a limited company and declaring the rights of different classes of shareholders in respect to the division of the profits, and Eve, J., made the required declaration and directed an account on the footing of the declaration.

WILL—BEQUEST TO DEBTOR OF TESTATOR IN TRUST—HOTCHPOT CLAUSE—NO IMPLIED RELEASE OF DEBT.

*In re Barker Gilbey v. Barker* (1918) 1 Ch. 128. In this case a summary application by originating summons was made by the trustee of the will to determine the effect of a hotchpot clause. By the will the testator bequeathed certain shares of his estate to his brothers, who were respectively indebted to him in various sums of money. The testator directed that the indebtedness of the legatees should be brought into hotchpot for the purpose of the division of his estate. The shares bequeathed to the brothers were in trust for them respectively for life with remainder to their issue. On behalf of the brothers it was contended that the effect of the hotchpot clause was to extinguish the personal liability of the debtors to the testator. On behalf of the issue of the legatees it was claimed that it had no such effect and Astbury, J., so held.

APPORTIONMENT—EXCLUSION OF APPORTIONMENT ACT BY EXPRESS STIPULATION—TRUST FOR SALE—POWER OF POSTPONING SALE—WHOLE INCOME TO BE APPLIED AS INCOME PENDING SALE—APPORTIONMENT ACT, 1870 (33-34 VICT. c. 35) s. 7 —(R.S.O. c. 156, s. 4).

*In re Edwards Newbery v. Edwards* (1918) 1 Ch. 142. In this case the simple question was whether or not the Apportionment