

nephew, predeceased the testatrix, leaving issue who survived the testatrix, and both had left a will. Parker, J., held that the shares of the deceased brother and nephew did not lapse, but went to their respective legal representatives as parts of their respective estates; the learned Judge holding that there was a good substitutionary gift in favour of the persons who would have taken if the legatees had survived the testatrix and died immediately afterwards.

WILL—CONDITION—PROVISION THAT WHOLE COSTS OF ANY ADMINISTRATION ACTION COMMENCED BY A BENEFICIARY SHOULD BE BORNE BY HIS SHARE—ACTION BASED ON WILFUL DEFAULT—REPUGNANCY.

In re Williams, Williams v. Williams (1912) 1 Ch. 399. This was an action by certain beneficiaries under a will for the administration of the testator's estate against the representative of a deceased executor and two surviving trustees, who were charged with wilful default. The will provided that if any beneficiary brought an action for the administration of the testator's estate the whole costs of the action should be borne by that beneficiary's share. The defendants contended that under the clause above mentioned the costs of the action must be borne by the plaintiffs' shares; but Eady, J., held that the clause did not prevent him from visiting on the defendant trustees the consequences of their own misconduct by ordering them to pay personally the costs up to, and including, the hearing; being of the opinion that the clause did not apply to an action occasioned by wilful default of the trustees, and that if it did it would be void for repugnancy.

COMPANY—WINDING UP—CALLS—SET-OFF.

In re Law Car and General Insurance Corp. (1912) 1 Ch. 405. This was a winding-up proceeding, in which a call was made by the liquidator in respect of unpaid shares. One of the shareholders, a director, had made an agreement with the company whereby he undertook to guarantee a bank in respect of certain advances made by the bank to the company, and the company agreed that any payments made by him in respect of the guarantee might if he chose be treated as payments in advance of future calls. After the winding-up order this director paid the bank a certain sum in respect of the guarantee which he claimed to have treated as a payment on the call; but Neville, J., held that his claim was in the nature of a set-off, and could not be allowed.