

ENGLISH LAW REPORTS.

either. Effect of testing clause considered extrajudicially.—*Chambers v. Smith*, 3 App. Cas. 795.

3. L. bequeathed the residue to R, J., and I., trustees, to pay the income to his wife for life, and then to invest £850, and to pay the income of £500 thereof to his daughter, M., for life, and at her death for her children; and to pay the income of the other £350 to his daughter, B., for life, and at her death to stand possessed of the amount for her children. If M. died without issue, her share should go and be divided among L.'s other children, in like manner as their original shares were given them. Testator died in 1854, his wife in 1856, and M. in 1859, without issue. Thereupon B. became entitled to the income of one-third of M.'s £500, or £166 13s. 4d. in addition to her own, i.e., to the income of £516 13s. 4d. R. advanced B. £50, and paid her interest upon £350 from the death of the wife, and on £466 13s. 4d. from the death of M. He died in 1863, and his executors continued the payment until 1874, with the knowledge of those interested in R.'s estate. There was among L.'s property a mortgage for £1,200. Between his death and the death of R., £700 of this was paid off in instalments. After the death of R., one of his executors received the other £500 in instalments. The receipts for the £700 were sometimes signed by R. alone, sometimes by R. and the other executors. For the £500, the receipts were signed by one of R.'s executors, "for the executors of L." R.'s executor paid J. one-third of the £500, I. one-third, and kept one-third himself. In 1877, B. began an action against the executors of R. to have the £516 13s. 4d. and the back interest restored out of R.'s estate. It was objected that L.'s other trustees should be joined. I. was in New Zealand, and J. had died. *Held*, by FAY, J., that the other executors were not necessary parties, and that B. could recover. On appeal, the point as to the parties was waived. *Held*, that B. could recover.—*Wilson v. Rhodes*, 8 Ch. D. 777.

WILL.

1. J., by his last will, said: "I give and bequeath unto my wife . . . all my household goods and furniture and implements of household, farming-stock, cattle, growing crops, and other my effects in and about the house and upon the farm and lands in my occupation; . . . and also all my ready money and money

out at interest, and . . . mortgages, bonds, bills, book debts, &c., and all other my personal estate, property, chattels, and effects whatsoever and wheresoever, to which I am now seized, possessed, or entitled to, or may hereafter acquire and can hereby dispose of, to hold the same unto my said wife, . . . her executors, administrators and assigns, . . . absolutely, and I do hereby devise all real estate" . . . held on mortgage to her; . . . "but the money secured on such mortgages shall be considered as" personal estate. "I also devise" to her "all . . . estates . . . vested upon me in any trust." The testator left estates in fee. *Held*, that these did not pass by the will.—*Jones v. Robinson*, 3 C. P. D. 344.

2. A gift of all a testator's property to his wife, "absolutely, with full power for her to dispose of the same as she may think fit for the benefit of my family, having full confidence that she will do so," *held*, to be an absolute gift to the wife, free from any trust.—*Lambe v. Eames* (L. R. 6 Ch. 597) followed; *Cormick v. Tucker* (L. R. 17 Eq. 320) and *Le Marchant v. Le Marchant* (L. R. 17 Eq. 414) impugned.—*In re Hutchinson*, 8 Ch. D. 540.

3. S. made a legacy to A. and one to B., and then said: "Lastly, I give my sheep, and all the rest, residue, money, chattels, and all other my effects, to be equally divided among my brothers," naming them. He appointed his brothers executors. He left real estate. *Held*, that it passed to his brothers under this clause.—*Smyth v. Smyth*, 8 Ch. D. 561.

4. A testator gave several charitable legacies, including one of £1,000 to a hospital in N., and then said: "I direct that my executors shall apply to any charitable . . . purposes they may agree upon, and at any time, the residue of the personal property, which by law may be applied to charitable purposes, remaining after the payment of the legacies." By a codicil, he gave another £1,000 to the hospital at N. The executors voted to give the residue under the above clause to that hospital. *Held*, that the directions to the executors in the gift were so vague as to render it invalid, and the residue went to the next of kin.—*In re Jarman's Estate*. *Leavers v. Clayton*, 8 Ch. D. 584.

5. H., by his will, devised, *inter alia*, his manor-house of D., and all his "messuages, tenements, lands, and hereditaments situate at or within D., and then in the occupation of