the testator bequeathed to his niece moneys invested in two specified companies "and any other moneys which I may possess, and not mentioned in this will, and not herein otherwise disposed of." The gift was followed by other specific bequests. The testator was entitled to a reversionary interest in personalty which was not specifically mentioned in his will; and the question was whether this interest passed under the gift of any other moneys"—Eve, J., held that the context shewed that the testator had used the word "moneys" in a sense that included investments, and that the clause in which the word occurred had the characteristics of a residiary clause, and was intended by the testator to be a bequest of the whole of his personal estate not specifically bequeathed, including the reversionary interest.

EXECUTOR—RETAINER—TESTATOR SURETY FOR RESIDUARY LEGATEE—MORTGAGE OF LEGATEE'S LEGACY—BANKRUPTCY OF LEGATEE—PAYMENT BY EXECUTORS OF TESTATOR OF HIS LIABILITY AS SURETY FOR LEGATEE—RIGHT OF EXECUTOR TO DEDUCT AMOUNT SO PAID FROM LEGACY AS AGAINST ASSIGNEE THEREOF.

In re Melton, Milk v. *Towers* (1918) 1 Ch. 37. In this case a testator was surety for one of the legatees named in his will. After the testator's death the legatee assigned his legacy by way of mortgage to secure the debt for which the testator was surety, the legatee subsequently became bankrupt and the assignee valued his security and proved for the balance of his claim for which he received 10s. in the pound and no more. The executors of the testator then paid £313 the amount for which the testator was liable as surety for the legatee; and the interest of the legatee was subsequently sold by the mortgagee with the concurrence of the legatee's trustee in bankruptcy. The legacy was a reversionary interest and on its falling into possession the estate became divisible, and the question was whether in administering the estate the executors were entitled, as against the purchaser of the legatee's interest, to deduct the £313 paid by them in satisfaction of the testator's liability as surety for the legatee. Astbury, J., held that they were; and the Court of Appeal (Eady, Warrington, and Scrutton, L.JJ.) affirmed his decision, holding that the £313 was no part of the bankrupt's estate at the time of his bankruptcy, and therfore must be brought into hotchpot in administering the estate of the testator. The case is summed up in a nut-shell by Scrutton, L.J.: "You want the share of this beneficiary in the estate, but we must find out what the whole is of which you claim a share, and the whole includes the debt owing from the beneficiary to this estate."