

REVIEW OF CURRENT ENGLISH CASES.

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WILL—CONSTRUCTION—SUBSTITUTIONARY GIFT—WORDS OF FUTURETY—CHILD DEAD AT DATE OF WILL.

In re Cope, Cross v. Cross (1908) 2 Ch. 1. In this case a testator gave his residuary estate in trust for all his children who attained 21 in equal shares "provided always that if any child of mine *shall die* in my lifetime having a child or children who shall survive and being a son or sons shall attain 21 years, or being a daughter, or daughters, shall attain that age, or marry under that age, then, and in every such case, the last mentioned child or children shall take, (and if more than one, equally between them), the share which his, her or their parent *would have taken* . . . if such parent had survived me (subject, nevertheless, to the proviso hereinafter contained) provided always that if any child of mine shall die in the lifetime of my wife, having a husband or wife who shall survive her or him, then I declare that on the decease of my said wife, the income of the share of any deceased child of mine shall go and be payable to such husband or wife of such deceased child of mine." At the date of the will two of the testator's children were dead leaving a wife and children, and husband and child respectively surviving them, and the question was whether these children and the surviving wife and husband were entitled to the benefit of the above provisos. Eady, J., thought that they were; but the Court of Appeal (Cozens-Hardy, M.R., and Buckley, and Kennedy, L.J.J.) differed from him, and held that the will must be construed according to its grammatical meaning, and that according to that meaning it was plain that the words "shall die" were referable to a death after the date of the will, and could not be extended to include those who had died previously to its date; neither the children nor the husband and wife of the testator's children who were dead at the date of the will therefore took any benefit under the provisos. See *In re Lambert*, *infra*.

MORTGAGE—POWER OF SALE—NOTICE REQUIRING PAYMENT—DEFAULT FOR THREE MONTHS—CONVEYANCING AND LAW OF PROPERTY ACT 1881 (44-45 VICT. C. 41) SS. 19, 20—(R.S.O. C. 121, SS. 20, 22.)

In *Barker v. Illingworth* (1908) 2 Ch. 20, after a mortgage