

in a case where the transferors fraudulently assumed to have a title which they had not. Here the case is somewhat different, as the transferors had undoubtedly a legal title which they could confer, and the only question is whether the transferee is affected by notice of some collateral equity affecting the legal title.

COMMENTS ON CURRENT ENGLISH DECISIONS.

WILL—TESTAMENTARY PAPER EXECUTED "NOT AS A LEGAL WILL BUT AS A GUIDE."

Ferguson-Davie v. Ferguson-Davie, 15 P.D., 109, is a case in which a document duly executed as, and purporting to be, a will, but which was prefaced with the words, "This is not meant as a legal will, but as a guide," was held in consequence of these words to be no will, and probate was refused.

WILL—REVOCATION BY MARRIAGE—EXECUTION OF POWER OF APPOINTMENT—WILLS ACT (1 VICT. C. 26) S. 18—(R.S.O., C. 109, S. 20)—LIMITED PROBATE.

In re Russell, 15 P.D., 111, a testator having a power of appointment over certain property which, in default of appointment, was to be divided among his brother and sisters, executed a will whereby he bequeathed all the real and personal estate to which he might be entitled at the time of his death, or over which he had power of appointment, to Julia Smith, and appointed her his sole executrix. He subsequently married her, and died without making any other will. It was held by Butt, J., that so much of the will as was in execution of the power was within the exception of the Wills Act, s. 18 (R.S.O., c. 109, s. 20), and was not revoked by the marriage, and administration with the will annexed was granted to the widow, limited to the property over which the testator had a power of appointment.

ADMINISTRATION—NO KNOWN RELATIVES OF DECEASED—GRANT TO CREDITOR.

In the goods of Ashley, 15 P.D., 120, a grant of administration *ad colligendum* was made to a creditor of a deceased person, on an affidavit that deceased had no known relatives, and was believed to have died a widow.

ADMINISTRATION—COSTS—INDEMNITY AGAINST COSTS—LIQUIDATOR.

In re Blundell, Blundell v. Blundell, 44 Chy.D., 1, was an administration action, the conduct of which was given to a joint stock company who were creditors. The company, with the leave of the judge, made an application against a firm of solicitors to compel them to refund certain moneys which had been paid them for costs. The application was dismissed, and the company was ordered to pay the firm's costs. The company was afterwards wound up by the Court and could not pay anything. All the costs of the administration had been paid, except the costs of the application against the firm, but there remained in Court to the credit of the action a sum sufficient to pay either the costs of the company or the costs of the firm in relation to the application. North, J., was of opinion that the liquidator of the company had the better right to the money in Court;