

gave it to T. M. absolutely. The wife married in 1854, and her annuity was paid until the present time, and the surplus accumulated. On a case made for instructions as to the disposition of the accumulation, *held*, that under Thellusson's Act there was no valid disposition of the surplus rents and income from April 16, 1873, until the death of the wife, and T. M. was not entitled to it as residuary legatee.—*Weatherall v. Thornburgh*, 8 Ch. D. 261.

3. A testator devised the residue of his property to his wife for life, and at her death, absolutely to such of the children of his late sisters as should survive his wife, and being males should attain twenty-one, or being females should attain that age or marry. "But, in case any of such children shall be dead at my decease leaving issue, then I direct that such issue shall take . . . the share of their deceased parent." *Held*, that the issue of a niece of the testator who died before the date of the will could take nothing.—*West v. Orr*, 8 Ch. D. 60.

4. A testator bequeathed to trustees "the sum of £3,000, to be applied by them in supporting or founding free or ragged schools for gutter-children, or for the poorest of the poor;" and added in a codicil, that "such school or schools should be situated in the parish of B. . . . for the resident poor of said parish." For some years prior to the testator's death, there had been such a school maintained by him in a hired room in B. *Held*, that the gift was in the alternative, and that a bequest for "supporting" such a school could be made without violation of the Mortmain Act, which forbids a testamentary gift to be "laid out or disposed of in the purchase of any lands, tenements, or hereditaments" for a charity.—*In re Hedgman. Morley v. Croxon*, 8 Ch. D. 156.

5. A testator died possessed of, *inter alia*, £2,900 Egyptian nine-per-cent. bonds, shares in two corporations, an interest in a copyright, a leasehold house where he lived, and a leasehold house held for a term determinable on the death of one H., and a policy for £3,000 on H.'s life. By his will, he gave some pecuniary legacies, made specific bequests of his plate, books, and apparel, of £2,400 of the Egyptian bonds, and of all the other property above specified. The residue he gave to his nephew

A., mentioning expressly therein his carriage and furniture. After the date of his will, the testator married, and thereupon made a codicil to his will, giving his wife the income for life in all his property, postponing "the payment of all legacies, and the distribution of all estates vested in me, or over which I have any power of disposition or appointment, until after her decease." Between the date of the will and the date of the codicil, the testator sold the Egyptian nine-per-cent. bonds, and bought with part of the proceeds other Egyptian bonds, called Khedive bonds. E., the legatee of the leasehold, depending on the death of H. and of the policy on H.'s life, was to receive "all the bonuses and additions thereto," and "pay the future payments in respect thereof." By the provisions of the policy, the holder could take the bonuses either to increase the sum insured, or in part payment of the premiums. *Held* (BAGALLAY, L. J., *diss.*), that the residue must be converted, and the income paid the widow during her life; that the Khedive bonds formed part of the residue, the specific legacies of the Egyptian nine-per-cent. bonds having been adeemed when the bonds were sold; that the furniture formed part of the residue; that the houses must be added to the capital insured; and the premiums must be raised by mortgaging the policy.—*Macdonald v. Irvine*, 8 Ch. D. 101.

GENERAL NOTES.

THE LATE MR. HILLIARD.—Francis Hilliard, the well-known legal writer, died at his residence, Worcester, Mass., on the 9th ult. He was born at Cambridge, Mass., in 1806. He was graduated at Harvard College in 1823. After his admission to the bar he practised for some years. He was at one time a Judge of the Massachusetts Insolvency Court, and also sat in the Massachusetts Legislature. But he is best known to the profession, by the legal treatises bearing his name, comprising treatises upon *Elements of Law*, (a second edition of which in two volumes has just been issued) *Injunctions*, *Bankruptcy*, *Contracts*, *Mortgages*, *New Trials*, *Taxation*, *Torts*, *Remedies for Torts*, *Real Property*, *Sales*, *Vendors*, etc., several of which have passed through from two to four editions.