

## DIGEST OF ENGLISH LAW REPORTS—REVIEWS.

A. afterwards devised Z. to his wife for life, remainder to B. in fee. A. also bequeaths "all and every the . . . sums of money . . . upon government or real securities which I shall die possessed of, or in anywise entitled to," in trust for his wife for life, remainder to B. for life, remainder to B.'s wife for life, remainder to B.'s children absolutely. There was also a residuary clause. A. died before his wife. *Held*, that the mortgage debt did not merge in the Z. estate, and that A.'s interest in said fund passed by the specific bequest.—*Wilkes v. Collin*, L. R. 8 Eq. 838.

11. A testator gave property in trust to pay annuities, &c., and subject thereto to the "sole use of my daughter H. and her assigns." H. was unmarried, and a devise to a married daughter was expressed in words apt to create a trust for her separate use. There were further gifts to H., which clearly did not exclude the marital right. H. afterwards married. *Held*, that "sole" did not mean free from the control of any husband. "Sole," in a will, without the word "separate," has not a technical meaning, unless the rest of the will furnishes evidence of that intent.—*Massy v. Rowen*, L. R. 4 H. L. 288.

12. A Frenchman left all his property to A., B. and C., his executors, in trust to sell, and the moneys arising from the said sale, &c. . . after payment of . . . debts [and other expenses], shall be paid by my said trustees, and I hereby give and bequeath the same to D. absolutely, trusting that she will carry out my wishes with regard to the same, with which she is fully acquainted." Testator had, before the date of the will, told D. (to whom he was engaged) his wishes, and repeated them after the date of the will, and D. wrote them down on a paper not shown to him. *Held*, that D. took the fund beneficially, subject to the performance of the above wishes. Parol evidence of an intent to make a beneficial gift to D. excluded.—*Irvine v. Sullivan*, L. R. 8 Eq. 678.

13. A testator, in 1841, gave lands to Sidney Sussex College, Cambridge, and Trinity College, Oxford, for the only use of education in piety and learning, of ten descendants of the brothers and sisters of the testator, and of his two wives, and in default of such to their poor kindred. An intention to benefit the colleges appeared. *Held*, upon the construction of the will, confirmed by the unvarying usage of the two colleges, that the descendants claiming the benefit by the gift, must be educated at one of the colleges, as members, and that, subject to that trust, the colleges were entitled to the

lands in equal moieties.—*Attorney-General v. Sidney Sussex College*, L. R. 4 Ch. 722.

See APPORTIONMENT; CHARITY; CONTRIBUTION; COVENANT; DOWER; LEGACY; MORTMAIN; POWER, 1, 2; REVOCATION OF WILL.

## WINDING UP.

A creditor of a company who holds its acceptances for his debt, and also its debentures as collateral security, cannot prove for more than the amount of his debt when the company is winding up.—*In re Blakely Ordnance Co.*, L. R. 8 Eq. 244.

See PAYMENT.

WITNESS—See COMMISSION.

## WORDS.

"Aggrieved."—See COPYRIGHT.

"Beer-house."—See BEER-HOUSE.

"Contracting a debt."—See BANKRUPTCY, 2.

"Damage."—See STATUTE.

"Investing in securities."—See COMPANY, 2.

"Leakage."—See BILL OF LADING.

"Money and securities for money."—See WILL, 9.

"Other heirs."—See WILL, 2.

"Patent thread."—See TRADE-MARK.

"Property I now possess."—See WILL, 7.

"Sole."—See WILL, 11.

"Sums which I shall die entitled to."—See WILL, 10.

"With benefit of survivorship."—See WILL, 3.

## REVIEWS.

THE HISTORY OF LAW OF TENURES OF LAND IN ENGLAND AND IRELAND, WITH PARTICULAR REFERENCE TO INHERITABLE TENANCY, LEASEHOLD TENURE, TENANCY AT WILL, AND TENANT RIGHT: By W. H. Finlason, Esq., Barrister at-law: Editor of Reeves' History of English Law. London: Stevens and Haynes, Law Publishers, Bell Yard, Temple Bar, 1870.

In every page of this work we recognise the exhaustive industry of Mr. Finlason, shewing his capacity for immense research and endless labour. His work is described as a History of the Law of Tenures of Land in England and Ireland. He well observes at the conclusion of the work, that the history of law involves far more than a mere account of the laws that have been actually passed; that its most important province is, to disclose the causes that lead to changes in the law. Fully appreciating his own conception of what the history of law should be, no exertion on his part has been spared to make his history what every history of law should