of residue due the child to whom the advance had been made. *Held*, that the son was entitled to the £3,000 at once, although he was indebted to his father in a sum nearly equal to his share of the residue; and that the words "living at the time of the death or second marriage of my said wife" must be struck out, as inconsistent with the rest of the will; so that the children living at the testator's death took vested interests in the residue.—*Smith* v. *Crabtree*, 6 Ch. D. 591.

4. Testator began as follows: "As to my estate, which God has been pleased in his good providence to bestow upon me, I do make and ordain this my last will and testament as follows (that is to say)." He then devised a farm; then, in an informal way, another farm; he then made seven money bequests and a gift of shares in a company, gave his executors £100 each, and made M., R., and O. his "residuary legatees." He possessed other freehold lands besides those mentioned in the will. *Held*, that such lands passed to M., R., and O., as "residuary legatees."—*Hughes* v. *Pritchard*, 6 Ch. D. 24.

5. Testator gave his brother J. S. all his real and personal estate, with full power to give, sell, and dispose of it in any way he should see fit, and appointed him sole executor. The will then proceeded thus: "But provided he shall not dispose of my said real and personal estate, or any part thereof, as aforesaid, then, and not otherwise, I do hereby give, devise, and bequeath my said real and personal estate, or such part or parts thereof as he shall not so dispose of, in the manner following." The testator then proceeded to dispose of his property by a series of trusts, entails, and contingent remainders; and, after some specific legacies, gave to H. and D., two of the beneficiaries, the household furniture, &c., to hold in trust as heirlooms for whoever should succeed under the provisions of the will to the property in the house; gave the residue of his property to the said H. and D., upon trust to sell and convert "with all convenient speed after the death of the survivors" of himself or his said brother J. S.; and the said H. and D. were, in this part of the will, appointed executors. The expression, "the survivor of myself and my said brother" J. S., occurred in several places in the will. J. S. died in the testator's lifetime. *Held*, that the gift to J. S. was a gift for life, with power of appointment and a gift over on J. S.'s failure to appoint, or on his death in testator's lifetime: and this latter event having happened, the gift over took effect on the death of the testator.—*In re Stringer's Estate. Shaw* v. *Jones-Ford*, 6 Ch. D. 2.

6. A testator recited that his son had become indebted to himself in various sums, and bequeathed to the son the sums mentioned, and released him from payment thereof. Between the date of the will and the testator's death, the son became still further indebted to his father. *Held*, that these sums were not covered by the will, under the Wills Act (1 Vict. c. 26).—*Everett* v. *Everett*, 6 Ch. D. 122.

7. A testator gave, devised, and bequeathed "all the real and personal estate which I am or shall or may be entitled to under the will of my late uncle J. M." to the defendants. He bequeathed to the plaintiff the residue of his personal estate. Between the date of the will and the testator's death he received £800 from his uncle's estate, and invested £600 thereof in railway stock. He purchased before his death £3,500 more of this stock; and at his death the whole £4,100 stock was standing in his name. *Held*, that the defendant was entitled to the £600 stock.—*Morgan* v. *Thomas*, 6 Ch. D. 176.

8. A testator provided that his residuary estate should be divided into sevenths, gave one-seventh to each of his two sons absolutely, and the remaining five-sevenths to trustees to pay the income to his five daughters, Elizabeth, Sarah, Eliza, Mary, and Hannah, during their respective lives, in equal shares. Upon the decease of Elizabeth, the trustees shoul pay one-fifth of the fund to the children of Elizabeth; upon the decease of Sarah, one-fifth to the children of Sarah; upon the decease of Eliza, one-fifth to the children of Mary; and upon the decease of Hannah, one-fifth to the children of Hannah. The testator made mention in a subsequent part of the will "of the issue of any of" his daughters, without discriminating. *Held*, that the will must be construed by interpolating a provision for the children of Eliza on her death similar to that made for the others, and a clause stating that the provision for the children of Mary should take effect on the death of Mary, instead of on the death of Eliza.—*In re Redfern. Redfern* v. *Bryning*, 6 Ch. D. 133.

See Construction; Devise; Seisin; Settlement, 4; Trust.

Words.

"*Approved.*"—See Contract.

"*Eldest Son.*"—See Construction.

"*Felon.*"—See Libel and Slander.

"*Landlord or other person to whom rent is due.*"—See Bankruptcy, 1.

"*Seised.*"—See Seisin.

"*Without leaving lawful issue.*"—See Devise.

CORRESPONDENCE.

To the Editor of Canada Law Journal.

Sir,—With reference to your late paper on "Dissenting Judgments," it seems to me that the views therein expressed, and the objections of the "Legal News" would be equally satisfied, by simply