

pointment to the son at 25, and to the grandchildren in remainder, were void as infringing the rule against perpetuity, and that the children of the testatrix were not bound to elect between what was invalidly appointed, and the interests validly given them by the will.

LUNACY — ORDERS IN LUNACY — DEATH OF LUNATIC — ADMINISTRATION — CREDITORS OF LUNATIC — PRIORITY.

*In re Hunt, Silicate Paint Co. v. Hunt* (1906) 2 Ch. 295 was an administration suit. The deceased had been a lunatic, and during his lunacy orders had been made directing his committee to pay his creditors a dividend of 6s. in the pound on their debts. This dividend was paid before a firm of Brown, Janson & Co. had sent in their claim; they subsequently applied in lunacy for leave to prove their claim, which was granted, and the order provided that they should be paid in priority to the other creditors until they also had received 6s. in the pound on their claim. Before they were paid this dividend the lunatic died, and his estate was ordered to be administered, and the question then arose whether the order in lunacy gave Brown, Janson & Co. any priority in the administration proceedings, and Buckley, J., held that it did not, and that its operative force ceased with the death of the lunatic, and that on his death the then existing debts must be paid in the ordinary course of administration without reference to the order in lunacy.

WILL — CONSTRUCTION — LEGACY EXPRESSED TO MAKE UP CERTAIN AMOUNT — MISCALCULATION — LEGATEE.

*In re Segelcke, Ziegler v. Nicol* (1906) 2 Ch. 301. A testator gave a legacy of £1,000 to be equally divided between certain of his god-children therein described. By a codicil he gave £50 additional to each of his god-children as named in his will, "so that each receives £100 each." At his death there were only nine god-children entitled, and the question was whether, as the £1,000 was more than sufficient to give them £100 each, they were nevertheless also entitled to the £50 additional bequeathed by the codicil, and Joyce, J., held that the bequest in the codicil was a clear gift of £50 additional to each of the god-children; and that the subsequent words were of doubtful import and could not be construed as cutting it down, and consequently that each god-child was also entitled to the £50 additional.