the residue of her personal estate, in trust to her two daughters for life, remainder to their "children or remoter issue." She had at this time a balance on the firm books in her favour; and the railroad stock, amounting to £10,000, had been purchased by the firm, by her direction, from a portion of the balance to her credit on said books. In 1873, the son J. died, leaving children and a will dated 1867, by which he left all the real estate to which he was or should be in any way entitled at his death to his oldest son. In 1874, the wife died, possessed of real estate of greater value than the amount she had appointed to her son J., in 1851, and of personal estate exceeding the £35,000 appointed in 1848 and 1863, as aforesaid; but she had only £10,000 in railroad stock. After her death, the £10,000 mentioned in her will was paid to W. The two daughters above named both had children. The action was begun to obtain a declaration of the rights of the various parties under the deeds and the will. *Held*, that all persons claiming under the will were bound to elect between the benefits conferred by the deeds and those conferred by the will; that J.'s estate must elect and make good to the disappointed legatees what was meant for them in the will; and that the real estate left to J. by his mother was liable for this amount exclusively. As to the rights created under the deed of 1863, if any, no decision would be made, as it might prejudice the interests of the children of the daughters thereunder.—*Pickersgill* v *Rodgers*, 5 Ch. D. 163.

Estate for Life.—See Construction, 2.

Estate Tail.—See Construction, 2.

Evidence.

1. Action for possession of real estate. Plaintiff proved that W., the purchaser, died in 1868 seized in fee, without issue and intestate; that the descendants of W.'s paternal grandfather were all dead, and that plaintiff was heir-at-law of W.'s paternal grandmother. He put in evidence wills and other documents, in which no mention was made of anybody of nearer kin than plaintiff, except those proved to be dead. On W.'s death, an advertisement was put in the newspapers for his heir-at-law; but nobody able to prove anything came forward, except the coheiresses of the mother of W., to whom the defendants had attorned. The defendants showed, by wills and other documents, that the father of W.'s paternal grandfather was J. W.; that he had another son, N., alive in 1755; and he had a sister, Mrs. M., a widow, and alive in 1755; and that the wife of J. W. was S. B. The defendants claimed that the plaintiff should give some evidence as to the extinction of these lines of descent which were preferable to his own. *Held*, that there was evidence for the jury to find for the plaintiff.—*Greaves* v. *Greenwood et al.*, 2 Ex. D. 289.

2. By 32 & 33 Vict. c. 68, § 2, the parties to a suit for breach of promise of marriage may give evidence; but no plaintiff shall recover, "unless his or her testimony shall be corroborated by some other material evidence in support of such promise." Plaintiff swore that the defendant, by whom she was with child, had promised to marry her, and he denied it. Her sister testified that she upbraided him for his conduct; and he said, "he would marry her, and give her anything," but he must not be exposed. After plaintiff was brought to bed, the sister said she overheard him offer her money to go away, and the plaintiff said to him, "You always promised to marry me, and you don't keep your word." The jury found for the plaintiff for £100. *Held*, that there was not sufficient evidence, according to the statute, to support the plaintiff's case.—*Bessela* v. *Stern*, 2 C. P. D. 265.

3. Indictment for obtaining money under false pretences. The prisoner was timekeeper, and C. was paying clerk, to a colliery company. Every fortnight the prisoner gave C. a list of the days worked by each man; and C. entered them in a time-book, together with the amount due each one. On pay-day, the prisoner had to read from the time-book the number of days so entered, and C. paid them off. While the prisoner read, C. looked on the book also. *Held*, that C. might refresh his money as to the sums paid by him to the workmen, by referring to the entries in the time-book.—*The Queen* v. *Langton*, 2 Q. B. D. 296.

4. Gift of residue in trust to A. for life, remainder for all or any of her children who should attain twenty-one or marry. A. died in 1876, having had four children. One child, a minor, petitioned to have herself declared the only person entitled, on the ground that the other children of A. were illegitimate. The evidence of A.'s husband that, after the birth of the petitioner, A. left him, and that they had never since been or lived together as husband and wife, but that A. had lived with another man, was admitted; and the petitioner was declared solely entitled.—*In re Yearwood's Trusts*, 5 Ch. D. 545.

See Negligence, 2; Will, 5, 7.