

WILL—CONSTRUCTION—GENERAL LEGACY—CHANGE IN VALUE OF SHARES—WILL SPEAKING FROM DEATH OF TESTATOR—CONTRARY INTENTION—WILLS ACT, 1837 (1 VICT. c. 26), s. 24—(R.S.O., c. 128, s. 26).

*In re Gillins, Inglis v. Gillins* (1909) 1 Ch. 345. A testator by his will gave twenty-five shares in a company to W. F. Ware. At the date of the will the shares were of the par value of £50 with £1 credited as paid. Subsequently the shares were divided into £10 shares with £1 credited as paid; and at the time of the testator's death he owned £10 shares but no £50 shares in the company. The question Warrington, J., was called on to decide, was whether the will as to the legacy in question was to be construed as speaking from the death of the testator, or from its date, and whether the twenty-five shares bequeathed were to be deemed £50 shares or £10 shares. He decided that there was nothing in the will shewing a contrary intention, and therefore, that it must speak from the death, and that being so the legatee was entitled only to shares as they existed at that time, viz., 25 £10 shares.

MORTGAGOR—MORTGAGEE—MORTGAGOR GETTING IN OUTSTANDING INCUMBRANCES—MERGER—DECLARATION AGAINST MERGER.

*Re Gibbon, Moore v. Gibbon* (1909) 1 Ch. 367. In this case the facts are too complicated to be here set out in detail and it must suffice to say that inter alia Neville, J., decided that where a mortgagor gets in an outstanding charge, and takes a transfer with a declaration against merger, that declaration will prevent a merger in the event of his dying intestate; but if the effect of keeping the charge alive would prejudice the rights of any mortgagee of the mortgagor so getting in the outstanding incumbrance, then the charge will merge in the inheritance notwithstanding a declaration against merger; and if there is a merger in favour of a mortgagee then there is a merger for all purposes, which will bind those entitled upon the death of the mortgagor intestate.

WILL—CONSTRUCTION—GIFT TO PERSONS WHO WOULD BE NEXT OF KIN UNDER STATUTE OF DISTRIBUTION—JOINT TENANCY OR TENANCY IN COMMON.

*In re Nightingale, Bowden v. Griffiths* (1909) 1 Ch. 385. In this case a testator had devised and bequeathed property to per-