co-plaintiff—the trustees still refusing to be joined as plaintiffs—and on the action, so constituted, coming on again the Court held that the plaintiffs were entitled to succeed. This case is also useful as showing that a party cannot in a court of law "blow both hot and cold." The defendant had defeated an application for increased alimony made to the Divorce Court on the ground that he was still liable on the covenants contained in the separation deed; but in the present action he sought to escape liability on the deed on the ground that his liability under it had determined by reason of the custody of one of the children having been given to his wife. But the Court of Appeal held that he was not at liberty to retain the benefit of the decision given on the footing that his liability under the deed continued, and at the same time insist that his liability under it had determined, and the appeal was ordered to stand over to enable the wife to apply again to the Divorce Court for increased alimony.

WILL—GIFT OF "FURNITURE, GOODS AND CHATTELS"—EJUSDEM GENERIS.

In *Manton* v. *Tabois*, 30 Chy. D. 92, two points arose. The first was as to the effect of a bequest in the following words, "I desire that the furniture, goods and chattels be not sold during my wife's lifetime, but at her decease be divided among the executors." Applying the rule of *ejusdem generis*, Bacon, V.C., held that it passed only such furniture, etc., as on the house being let furnished, would go with the occupation of the house, and not such articles as jewellery, fire-arms, tricycles and scientific instruments. The second question was as to whether or not a gift of all the testator's interest in the C. estate had been adeemed. It appeared that the C. estate belonged to the testator's wife, and that she had made a will appointing it absolutely in the testator's favour. At the date of the testator's will, however, his wife was living, and the property had been expropriated by a public body and the purchase money therefor had been paid into Court, the wife not being of sound mind. On her death, the testator administered the estate, conveyed the C. estate to the expropriators, and received the purchase money out of Court and paid it into his bankers, part of it as a special deposit, and the rest to his general account. At his death part of the purchase money remained at his credit as a special deposit, and part to the credit of his general account at his bankers. Under these circumstances, Bacon, V.-C., held that there had been an ademption, and that no part of the money passed under the will as the testator's "interest in the C. estate."

WILL—ILLEGITIMATE CHILD—CLASS OF CHILDREN.

In *Re Byron, Drummond* v. *Leigh*, 30 Chy. D. 110, the testator bequeathed to M. B. B., "daughter of my nephew," J. B., £200, and to J. B., "son of the said J. B.," £100; and he directed his trustees to stand possessed of the residue of his estate upon trust, for "all and every the children and child" of R. C. and J. B. respectively. By a codicil the testator revoked the bequest of £200 "to my great niece," M. B. B., and the bequest of £100 "to my great nephew," J. B,; and instead thereof he bequeathed to M. B. B. £100, to J. B. £100, and to A. B., "another daughter of my nephew J. B.," £100. M. B. B. was illegitimate. J. B. and A. B. were legitimate, and the question was whether M. B. B. was entitled to share in the residue, and Bacon V.C., before whom the case was argued, held that she was. He says:—

"I have not the slightest doubt that in the gift of residue to (amongst others) 'all and every the children and child of' his nephew, he meant to include this person, whom he had described as the daughter of his nephew, and that which he meant it is my duty to carry into execution."

SETTLEMENT OF REAL ESTATE—FORFEITURE ON BANKRUPTCY.

The short point in *In re Levy's Trusts*, 30 Chy. D. 119, was whether an estate which was settled subject to a clause of forfeiture in the event of the tenant for life becoming bankrupt was forfeited by the tenant for life being adjudged insolvent, in New South Wales. Kay J., held that it was.

HUSBAND AND WIFE—SEPARATION AGREEMENT—RECONCILIATION.

Nicol v. *Nicol*, 30 Chy. D. 143, is a decision of North, J., which illustrates the effect of a separation agreement between husband and wife, followed by a subsequent reconciliation. An agreement was made between husband and wife that upon a judicial separation being