

law it would serve to follow that no estate could be distributed with safety as long as any lease was current on which a liability might accrue; and would be tantamount to giving a lessee a security for his rent which in *King v. Malcott*, 9 Hare 692, he was held not to be entitled to.

WILL—CONSTRUCTION—GIFT TO “CHILDREN”—ILLEGITIMATE CHILDREN—BELIEF OF TESTATRIX THAT ILLEGITIMATE CHILDREN WERE LEGITIMATE.

In re Pearce, Alliance Assurance Co. v. Francis (1914) 1 Ch. 254. A testatrix whose will dated in 1911 was in question in this case, gave the residue of her property in trust for her brother W. W. Francis for life and after his death in trust for all or any of his children living at the death of the survivor of the brother and the testatrix. At the date of the will the brother had six illegitimate children living, by a woman named King, who had died in 1900, and two legitimate children by a subsequent marriage. The woman King had been accepted and received in society as the brother's wife and his six children by her were regarded as legitimate and the testatrix knew and was fond of them all, and Francis in response to an application by her for a list of his children prior to the making of her will had informed her that they were the children of his first wife. The question was whether these illegitimate children were entitled to participate in the bequest of the residue. Sargant, J., held that they were not (1913) 2 Ch. 674 (noted *ante* p. 64) and the Court of Appeal (Cozens-Hardy, M.R. and Eady and Phillimore, L.JJ.) affirmed his decision and held that the fact that the testatrix believed them to be illegitimate did not constitute an exception to the general rule that under a bequest to children only legitimate children can take. Their lordships held that the only two exceptions to that rule are those stated in *Hill v. Crook*, L.R. 6 H.L. 265, and *Dorin v. Dorin*, L.R. 7 H.L. 568.

WILL—GENERAL CHARGE OF DEBTS INCLUDING MORTGAGE DEBTS—SPECIFIC DEVICES OF INCUMBERED AND UNINCUMBERED REALTY—LATER CLAUSE DEVISING SPECIFIC PROPERTY FOR PAYMENT OF DEBTS.

In re Major, Taylor v. Major (1914) 1 Ch. 278. An originating summons was issued in this case to determine certain questions arising under a will whereby the testator, at the commencement thereof said: “First I will that all my just debts (including mortgage debts) and funeral and testamentary expenses be paid and satisfied.” He then devised specifically certain parts of his