you can account for his making his will in the terms he did, therefore I believe it would have been the intention of the testator, if his attention was called to the fact and he knew the true state of the facts, to have done what I am asked to do."

In re Pringle, p. 819, is another will case. A testatrix, by her will, after giving a pecuniary legacy and bequeathing furniture, leaseholds, and dock shares, gave "all the rest of her money, however invested," to her nephew, R. J. F. "under deduction of £50 to be paid to each of her executors." She then gave a number of specified articles, such as ornaments, plate, pictures, and house linen, to various other nephews and nieces, and appointed executors; and it was held by Hall, V. C., that the gift to R. J. F. was a general residuary gift, and included the furniture, leaseholds, and dock shares, the bequest of which had lapsed. The V. C. remarks, p. 823, that there is a difference in the judgments in *Lowe* v. *Thomas*, 5 D. M. & G., 315, before the Court of Appeal, and in *Stooke* v. *Stooke*, 35 Beav. 396 before the M. R. as to whether the fact of a specific gift coming after the gift to be continued must be held to show that the preceding gift could not have been meant to be residuary. He held there was sufficient in this will to enable him to hold that the above circumstance did not prevent he gift in question being residuary, for the gift of £50 was clearly demonstrative, and this being associated with or charged upon the gift of "all my moneys" appeared to show that the testatrix was there dealing "not merely with specific property, but also with that which affected and operated upon, or might operate upon, the general estate."

In the case of *Steel* v. *Dixon*, Fry, J., decided, upon principle, that a surety who has obtained from the principle debtor a counter-security for the liability which he has undertaken, is bound to bring into hotchpot, for the benefit of his co-sureties, whatever he receives from that source, even though he consented to be a surety only upon the terms of having the security, and the co-sureties were, when they entered into the contract of suretyship, ignorant of his agreement for security. He remarks, p. 831, that in coming to this conclusion he is much strengthened by American authorities to which he refers.

Lastly, *Partridge* v. *Baylis*, p. 835, is also a will case, in which a question arose as to the period of vesting of certain legacies. The decision, however, turned entirely upon the terms of the particular will, and the case does not call for any special notice here. This completes our reviews of the October number of the Law Reports, Chancery Division.

NOTES OF CASES.

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QUEEN'S BENCH.

Osler, J.] [Nov. 1.

JONES v. CANADA CENTRAL RAILWAY CO.

Railway debentures — B. N. A. Act — Ultra vires.

The plaintiff being holder of a debenture by the P. & O. R. Co., pursuant to 23 Vict. c. 109, put it in suit.

This company, by 27 Vict. c. 57, was empowered to issue preferential bonds and secure payments by a mortgage to a trustee. 31 Vict. c. 44 (O), reciting the possession of the trustee and his being about to foreclose, directed the debentures to be changed into stock at so much in the dollar, and that holders should only claim on the company for conversion of the debentures into stock. An amalgamation took place under 41 Vict. c. 36 (C) between the B. & O. Co. and defendants, the latter holding that their liability on the debentures was cancelled by 31 Vict. c. 44 (O), and they were ready to accept the debentures in lieu of reduced stock. The third replication set up that the