

on foot a policy of insurance to secure the replacement at the end of the term of the capital that would be lost through not selling the leaseholds, is not a direction to accumulate, and does not come within the provisions of the Thellusson Act.

PARTNERSHIP--CONVERSION INTO COMPANY--JURISDICTION OF COURT--EXCHANGE OF TESTATOR'S INTEREST IN A BUSINESS FOR SHARES IN A COMPANY--EXECUTORS.

In re Morrison, Morrison v. Morrison (1901) 1 Ch. 701. A testator was interested in a partnership business, which it was proposed to convert into a limited company, on the terms that the executors of the deceased partner should accept in exchange for the interest of the testator a certain number of shares in the company, which the executors were not authorized by the will to hold. The executors were prepared to carry out the arrangement, and applied to the Court to sanction it, but Buckley, J., held that the Court had no jurisdiction so to do, the proposed arrangement being in effect either a sale and an investment of the proceeds in unauthorized securities, or an exchange of property of the testator, for other property which the executors were not authorized to hold.

CHARITY--MORTMAIN--INVALID GIFT FOLLOWED BY GIFT OF RESIDUE.

In re Rogerson, Bird v. Lee (1901) 1 Ch. 715, it is decided by Joyce, J., that where a testator makes an invalid gift followed by a valid gift of the residue to a charity, the charity takes the whole.

WILL--CONSTRUCTION--RULE IN SHELLEY'S CASE.

In re Youmans (1901) 1 Ch. 720, is a case which turns on the construction of a will. The testator gave certain freehold estates to trustees upon trust to manage and receive the rents and profits, and, after payment of necessary repairs and outgoings, to pay thereout to each of his eight first cousins £60 per annum for their lives, and to pay the residue of the rents and profits half yearly to W. Douglas for his life, and after the decease of the annuitants and W. Douglas to convey the estates, together with any accumulation of rents in their hands, to the right heirs of W. Douglas. All the annuitants were dead except two and they released their interest to the trustees and W. Douglas. The trustees, with the consent of W. Douglas, had agreed to sell the land, and the question was, whether W. Douglas was entitled to have the purchase money paid to him. This, of course, depended on the extent of his estate in the lands, and Joyce J., held that by the opera-