

called "The Young Sportsman," containing copies of the articles in question. Joyce, J., came to the conclusion that there was nothing in the bargain between the plaintiffs and defendants to warrant the inference that the defendants were to be the owners of the copyright in the articles contributed by the plaintiffs, and he granted the plaintiffs an injunction and an inquiry as to damages.

POLICY OF LIFE INSURANCE—POLICY PAYABLE TO ANOTHER—PURCHASE IN NAME OF STRANGER—RESULTING TRUST—PREDECEASE OF PAYEE OF POLICY.

In re Policy No. 6402 (1902) 1 Ch. 282, was a summary application by the executors of a deceased person to determine the title to a certain policy of insurance which he had effected on his life, but which he had made out "for behoof of Miss Harriott Styles." Miss Styles had predeceased the insured, and the insured had always retained the policy in his own possession and paid all the premiums thereon up to the time of his own death. Under these circumstances Joyce, J., held that there was a resulting trust of the policy in favour of the insured, and that on his death it passed to his executors; personalty being governed by the same rules as realty in this respect.

WILL—CONSTRUCTION—EVIDENCE DEHORS THE WILL.

Higgins v. Dawson (1902) A.C. 1, is a case which was known in the Courts below as *In re Grainger, Dawson v. Higgins* (1900) 2 Ch. 756 (noted ante vol. 37, p. 153). The case turns upon the construction of a will. The testator, after directing payment of his debts and funeral and testamentary expenses, bequeathed a number of pecuniary legacies and then gave "all the residue and remainder" of two specified mortgage debts then due to him after payment of his debts and funeral and testamentary expenses (but not adding "and legacies") to three persons named. At the date of the will the testator's personal estate consisted of the two mortgage debts which were only sufficient for the payment of the legacies (if payable thereout) and the testator's debts and funeral and testamentary expenses. Subsequently the testator became possessed of further personal estate, but as the will contained no general residuary gift this remained undisposed of. The total personal estate, exclusive of the two mortgage debts above mentioned, was insufficient for the payment of the legacies, debts, funeral and testamentary expenses. Stirling, J., thought