

contract, and the present trustees of the settlement; the present vicar of the parish was also a defendant. There were no trust funds of the settlement available for the payment of the purchase money. Under these circumstances, Byrne, J., held that the plaintiffs were not entitled to judgment for specific performance of the contract, but that, if the tenant in tail of the settlement consented to be added, and submitted to be bound by the judgment, the only relief they could be awarded was a declaration that they were entitled to a vendor's lien for the purchase money.

WILL—CONSTRUCTION—LEGACY—VESTING—REMOVENESS—INTESTACY—MAINTENANCE.

In re Turney, Turney v. Turney (1899) 2 Ch. 739 is a case turning on the construction of a will, whereby the testator bequeathed a sum of £12,000 to trustees upon trust to pay the income thereof to a daughter for life; and after her death to pay £1,000 to her husband, if living, and subject thereto, as to capital and income in trust for all the children of the daughter when they should attain 25, but not before, and, in case there should not be "any such child," the fund was to form part of the testator's residue. The testator also declared that until the £12,000 should be invested the trustees should pay his daughter—or, in the event of her death, to her husband and children—interest on their respective portions. The trustees were also empowered to apply for the advancement of any grandchild a sum not exceeding one-half of his expectant share for his or her advancement, &c. The trustees were also empowered to apply the whole or any part of the income arising from the expectant share of any grandchild, after the death of the preceding owner for life thereof, for the maintenance and education of such grandchild, and the unapplied income of such shares was to be accumulated and added to the principal. The question was whether the gifts to the grandchildren were vested, subject to being divested if they did not attain 25, or whether they vested only on their attaining 25. Kekewich, J., who tried the case, was of opinion that they did not vest until the grandchildren attained 25, and were, consequently, void for remoteness. The Court of Appeal (Lindley, M.R., Jeune, P.P.D., and Romer, L.J.) were of a contrary opinion, and held the gifts to be vested, subject to being divested in case the legatees did not attain 25. Jeune, P.P.D., says: "If the language of a will is ambiguous, it is right to lean rather to a construction which will