In all probability the second document will be described in the probate as a "codicil," and it would be more accurate to say that it will, so far as it goes, alter the earlier will.

All the cases referred to by Mr. Theobald to prove his point had other marks that the legacies were intended to be substitutional. In *Jackson* v. *Jackson*, 2 Cox 35, there was the gift of the same specific chattels in both; so there was in *Tuckey* v. *Henderson* 33 Beav. 174, and in the last-named case there was also a gift of the residue in each document. *Kill* v. *North*, 14 Sim. 463, 2 Ph. 91, resembled *Tuckey* v. *Henderson*, and there was also there a direction to pay debts in both instruments.

Now, it is obvious that specific chattels or the residue cannot be given twice over, while it is equally unlikely that a testator will wish his debts to be paid twice; so that there were in those cases other marks to shew that the scheme of distribution in the first document was so to be modified by the later one that the same legatees should not receive benefits under both. The other case referred to by the above-named learned author in *Re Bryan*, supra, but that was not the decision of a court of construction.

In the unreported case of *Re Trimmer* (1907) T. 2028 (Feb. 13, 1908), before Mr. Justice Eve, the second document, described in the probate as a codicil, commenced with the words, "This is the last will." There was, however, no specific gift or direction to pay debts in either instrument, while the gift of residue was in the former only. The learned judge held that in such a case the testator's description of the second document as his last will was not, in the absence of other marks of his intention, sufficient to rebut the rule that legacies by different instruments are cumulative, not substitutional.—*Law Times.*

RIGHTS OF MINORITY STOCKHOLDERS.

The doctrine frequently asserted, that equity protects the minority stockholder, may be stated to comprehend a right to an accounting or an injunction with respect to transactions ultra vires or amounting to a breach of trust. The plaintiff must be