

sonal estate not specifically bequeathed was insufficient for the payment of debts, but there was a general direction in the will that the testatrix's debts should be paid. The question was raised by the legatee of the stock whether or not some portion of the charge on the stock should not be paid by the other specific legatees or devisees; but Kekewich, J., held that no part of the charge was payable by them, and that the legatee of the stock must take it *cum onere*. He decides the case on the presumed intention of the testatrix that the specific legatees and devisees were not to be defeated by throwing any part of the debts on the property bequeathed and devised to them, but he is compelled to admit that the decisions of Kay, J., *In re Bate*, 43 Ch.D. 600, and of Stirling, J., *In re Stokes*, 67 L.T. 223, create a doubt as to what really is the law on the point.

WILL—SPECIFIC DEVISE—INSUFFICIENT DESCRIPTION, SEVERAL DIFFERENT PROPERTIES ANSWERING DESCRIPTION—UNCERTAINTY—INTESTACY—ELECTION.

*Asten v. Asten*, (1894) 3 Ch. 260; 8 R. Sept. 156, was an action for the construction of a will whereby a testator devised "all that newly built house, being No. , Sudely Place"; as a matter of fact, the testator had four newly built houses in Sudely Place. Romer, J., held the gift failed for uncertainty, and that it was not a case in which the court, to avoid an intestacy, could give the devisee the option of electing which property he would take.

WILL—CHARITABLE BEQUEST—CONTINGENT GIFT TO A VOLUNTEER CORPS—UNCERTAINTY—PERPETUITY.

*In re Stratheden*, *Alt v. Stratheden*, (1894) 3 Ch. 265; 8 R. Sept. 175, Romer, J., held that where a testator bequeathed an annuity of £100 to a volunteer corps on the appointment of the next lieutenant-colonel that the gift was a charitable bequest, and void because it infringed the rule against perpetuities, because it was possible that the next lieutenant-colonel might not be appointed within a life or lives in being and twenty-one years after.