sidered they were, and that the case was within the principle laid down in *Hayes' Case*, L.R. 10 Ch. 593.

LUNATIC—SALE OF PROPERTY OF LUNATIC.

re Ware (1892), 1 Ch. 344, the Court of Appeal (Lindley, Bowen, and Fry, L.JJ.) held that under a statute empowering the court to authorize the sale of a lunatic's real estate (see R.S.O., c. 54, s. 11) the court may sanction a sale of real estate in consideration of a perpetual rent charge, if it is shown that such a sale would be for the benefit of the lunatic.

WILL—CONSTRUCTION—"EFFECTS," MEANING OF—REAL ESTATE—INTENTION OF TESTATOR.

In *Hall* v. *Hall* (1892), 1 Ch. 361, the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) affirmed the opinion of Fry, L.J. (1891), 3 Ch. 389 (noted *ante* p. 681), holding that under the word "effects" real estate would pass, there being a sufficient indication that such was the testator's intention from the wording of the will and the circumstances of the estate.

WILL—FORFEITURE CLAUSE—ANNUITY—INTERFERENCE OR ATTEMPT TO INTERFERE IN MANAGEMENT OF ESTATE—FRIVOLOUS ACTION AGAINST TRUSTEES.

Adams v. *Adams* (1892), 1 Ch, 369, shows that a testator may to some extent protect his estate from being wasted by the litigous propensities of those whom he seeks to benefit by providing, as did the testator in this case, that if they interfere or attempt to interfere in the management of the estate their interest under the will shall be forfeited. The plaintiff was entitled to an annuity subject to such a condition; but not having the fear of the consequences before his eyes, he brought this action complaining that his annuity had not been paid, that the trustees were wasting the estate, and that an outstanding mortgage against the estate had not been paid, and claiming an injunction and receiver. Fry, L.J., at the trial, having found that the causes of action were frivolous, dismissed the action, and, upon the counterclaim of the defendants, declared that the plaintiff's annuity was forfeited (see *ante* vol. xxvii., p. 40), and this decision the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) affirmed, also holding that, even assuming the mortgage in question was a debt of the testator's (of which there was no evidence) and that the defendants ought to have paid it off, the plaintiff, having forfeited his annuity, could not maintain the action on that ground. The latter proposition, however, does not seem to be altogether satisfactory, and is obviously *obiter*; for if the plaintiff were prejudiced by the non-exoneration of the estate charged with the payment of his annuity from liability to the mortgage in question, then the action would have been justified and the annuity would not have been forfeited, unless the fact that the preferring other unfounded claims would work a forfeiture even though some *bonâ fide* ground of complaint was actually proved, but that their lordships do not say. Both Lindley and Kay, L.JJ., expressly say that if the plaintiff had *any* reason to complain of his trustees and was seeking the protection of the court to vindicate and establish his rights, that would not be such an interference as would amount to a forfeiture of his interest.