

a bequest is of that which is generic—of that which may be increased or diminished—then I apprehend that the Wills Act requires something more on the face of the will for the purpose of indicating such 'contrary intention' than the mere circumstance that the subject of the bequest is designated by the pronoun 'my.'" In the recent case of *Re Clifford; Mallam v. McFie* (1912) 1 Ch. 29) the facts were very shortly as follows: A testator, who died in Oct. 1910, by his will bequeathed "twenty-three of the shares belonging to me in the London and County Banking Company Limited." At the date of his will he held 104 original £80 shares; at his death he held 416 new £20 shares, each original £80 share having been sub-divided into four £20 shares. Held by Mr. Justice Swinfen Eady that, as the bequest was a definite specific bequest of a thing that could neither be increased nor diminished by events subsequent to the will, there was a sufficient contrary intention on the face of the will to exclude sec. 24, and that the bequest referred to the £80 shares existing at the date of the will; but held also that, as the twenty-three original shares, though changed in name and form substantially existed in the subdivided form, there was no ademption, and that ninety-two of the new shares passed by the specific request.—*Law Times*.

*MECHANICS' LIENS — REPAIRING PROPERTY AT
INSTANCE OF VENDEE IN CONDITIONAL SALE.*

The Georgia Supreme Court holds very properly that the rights of vendor in a conditional sale contract duly recorded cannot be affected by repair of property, whereby a lien would be otherwise acquired by a mechanic, even though the vendor have knowledge of the fact that the repairs are being made. *Baughman Automobile Co. v. Emanuel*, 73 S.E. 511. Also it holds that the retaking of such property under the terms of the sale contract constitutes nothing by way of estoppel in acceptance of benefit of the labours of the mechanic.

The court points out, however, that there is a way open for mechanics, who repair property held by conditional sale, to enforce their lien for repairs and this is their right to pay the