

**WILL—CHARITABLE LEGACY—GENERAL OR LIMITED CHARITABLE PURPOSES—EVIDENCE.**

In *Re Huxtable, Huxtable v. Crawford* (1902) 1 Ch. 214, a testatrix by her will had bequeathed £4,000 to the defendant Crawford "for the charitable purposes agreed upon between us." Two questions arose, viz., whether this was a gift for a general or limited purpose, and secondly whether parol evidence was admissible to shew what was the charitable purpose intended by the testatrix. Farwell, J., was of opinion that the gift was for a limited charitable purpose, namely that agreed upon with the legatee, and also that parol evidence was admissible to establish what the charitable purpose was. By the evidence of the legatee it appeared that the income of the fund was to be applied by him during his life for the relief of necessitous members of the Church of England, and for the support of charities connected with the Church of England, and that he was to dispose of it after his death as his own property, and that at no time had the testatrix indicated that the principal sum should be applied for charitable purposes. At the bar the legatee disclaimed any beneficial interest in the corpus, and Farwell, J., held that there was a good charitable bequest of the income during the life of Crawford, and that on his death the corpus would fall into the residue.

**ADMINISTRATION—INTESTACY—DEATH OF SOLE LEGATEE AND SOLE EXECUTRIX BEFORE TESTATOR—ADVANCEMENTS TO CHILDREN—HOTCHPOT—STATUTE OF DISTRIBUTIONS, 1671 (22 & 23 CAR. 2, C. 10) S. 5.**

In *re Ford, Ford v. Ford* (1902) 1 Ch. 218. The only question discussed was whether the Statute of Distributions, s. 5, which provides for advancements to children of a deceased being brought into hotchpot, applies to an intestacy occasioned by a wholly inoperative will, or must be confined to cases of actual intestacy. In the present case the will was inoperative by reason of the sole legatee and executrix having predeceased the testator. Buckley, J., held that the statute applied to an intestacy thus arising.

**VENDOR AND PURCHASER—CONDITIONS OF SALE—INTEREST ON PURCHASE MONEY—WILFUL DEFAULT OF VENDOR—DISPUTE AS TO TERMS OF CONVEYANCE—SPECIFIC PERFORMANCE—OCCUPATION RENT—FARMING LOSSES.**

*Bennett v. Stone* (1902) 1 Ch. 226, was an action by a purchaser for specific performance of a contract for the sale of land. The conditions of sale provided that if from any cause other than wilful