act becomes any the less illegal because done under cover of such a rule. And the fact that the communication to the plaintiff's customers simply notified them of this rule did not in the least veil the underlying threat, as the facts of the case plainly show.

WILLS — CONSTRUCTION — WHETHER ANNUITIES PAYABLE FROM CORPUS. — A testator by his will gave to his sister for life an annuity of $120 "payable out of" his estate, and in a subsequent clause gave the use of "the residue" of his estate to his wife for life "subject to the payment of the said annuity." After the wife's death the "said residue" of the estate was to go to the sister in fee. The value of the testator's estate was $16,200. The wife filed a petition asking for a decree construing the will. *Held*, that she may pay the annuity out of the corpus of the estate. *Matter of Van Valkenburgh*, 60 N. Y. Misc. 497 (Surr. Ct.).

It is a general rule that an annuity charged upon an estate in general terms must be paid from the income if the income be sufficient. *Cummings* v. *Cummings*, 146 Mass. 501. The corpus may be touched only if the testator's intention to that effect clearly appears. *Taylor* v. *Taylor*, L. R. 17 Eq. 324. Particularly is this so when the situation is that of life tenant and remainderman. *Baker* v. *Baker*, 6 H. L. Cas 616. And a disposition of the surplus of the income is an indication of an intention that the corpus should be untouched. *Stelfox* v. *Sugden*, Johns. 234. But if the income is insufficient the corpus may generally be charged unless there appears a clear testamentary intention to the contrary. *Croly* v. *Weld*, 3 De G. M. & G. 993. But in the principal case it does not appear that the income was insufficient for the payment of the annuity. And there is nothing in the will to indicate an intention that the widow might charge the corpus for its payment. See *Earp's* Will, 1 Pars. Eq. Cas. 453.

WILLS — PROBATE — COLLATERAL ATTACK ON JURISDICTION OF PROBATE COURT. — The plaintiff sued in trespass as executor. The defendant objected that the plaintiff, being a corporation, was not legally competent to act as executor. *Held*, that the probate court must be presumed to have decided upon the plaintiff's fitness, and that its judgment cannot be collaterally attacked in this action. *Union Savings Bank & Trust Co.* v. *Western Union Telegraph Co.*, 89 N. E. 478 (Ohio). See NOTES, p. 442.

BOOK REVIEWS.

A TREATISE ON THE LAW OF INTERCORPORATE RELATIONS. By Walter Chadwick Noyes. Second Edition. Revised and Enlarged. Boston: Little, Brown and Company. 1909. pp. lx, 852. 8vo.

Since its publication this treatise has become recognized as an authority on the limited number of subjects covered, and widely used. The general merit of the work was amply set forth in a review of the first edition. See 16 HARV. L. REV. 314. The object of this review is to note the additions and revisions in this second edition. The division of the subject into five main heads is not changed. In the first three parts — Consolidation of Corporation, Corporate Sales, and Corporate Leases — the text is practically unchanged. Many late cases involving principles similar to those discussed in the first edition, or additional cases applying the same principles, or cases extending theories already considered, are cited. Several entirely new sections have been written as follows: Authorization of Consolidation of Interstate Railroads not Regulation of Interstate Commerce, Consolidated Corporation Liable upon its Own Obliga-