to have acquired the property for the benefit of all the persons entitled under the will." And as to the second point, he said that at the time of the expropriation, "there was in equity no leasehold in existence. In equity the fee simple had been acquired by W. B. [the assignee of the tenant for life], and that of which he was possessed was not the leasehold interest depending on the life of Lord Ranelagh, but the fee simple which had been exchanged for that leasehold interest. That being so, all that he was entitled to, was the rent of the property which he had acquired in exchange, during the life of Lord Ranelagh, that is simply an interest in the property, during the life of Lord Ranelagh in exchange for the interest in the leasehold during the same life. . . . The tenant for life cannot ask to have the value of his life interest paid out to him, but is entitled simply for his life to the interest of the fund paid into Court."

WILL—POWER OF SALE, DISCRETIONARY—CONVERSION IMPERATIVE.

The only remaining case in the August number of the Chancery Division is that of *In re Raw, Morris* v. *Griffiths*, 26 Ch. D. 601, which was a decision upon the construction of a will. The testator, by the will in question, gave an annuity to his wife, and he gave and bequeathed to his seven children all his real and personal property after deducting the annuity, and after his wife's decease, the annuity, together with all rents, interests, dividends, and profits arising from his estate, to be divided between his seven children equally; and he directed his executors to sell and convert into money his furniture, lands, houses, tenements, and other property whenever it should appear to their satisfaction that such sale would be for the benefit of his children, and all money arising from the sale to be invested for the benefit of his children.

The testator left seven children, one of whom had subsequently died intestate. The freehold property had not been sold. The questions to be decided were whether the shares of the children of the testator under his will became vested immediately upon his death, and whether the direction in the will to convert was imperative, and operated from the death of the testator; and both were answered in the affirmative by Pearson, J., who held following, *Doughty* v. *Bull*, 2 p. Wens. 320, that the share of the child who had died must be distributed as if the property had been converted at the death of the testator.

REPORTS.

ONTARIO.

(Reported for the CANADA LAW JOURNAL.)

MARITIME CASES.

CONLON ET AL. V. CONGER.

Demurrage—Liability of consignor or consignee—Negligence—Construction of bill of lading—"Free in and free out"—Deck-load at "risk of vessel and owners"—Effect of payment into court without defence.

[St. Catharines, December 31, 1883.

This case was tried before the County Judge of the County of Lincoln, without a jury.

McClive, for plaintiffs.

Falconbridge, for defendant.

The facts of the case fully appear in the judgment of

SENKLER, Co. J.:—The plaintiffs allege that they chartered to the defendant their vessel called the *Mary*, for the carriage of a cargo of coal to the city of Kingston, the defendant to load and discharge the cargo, that the cargo was duly carried and the vessel ready to be unloaded within the proper time, but defendant neglected to unload the cargo and delayed the vessel for several days beyond the time allowed by the charter party, and plaintiffs claim damages for this.

The defendant by counter claim alleges that the plaintiffs are indebted to him in $30 for shortage on the cargo of coal, claiming that plaintiffs received ten tons and 180 lbs. of coal more than they