

DIGEST OF ENGLISH LAW REPORTS.

might recover the £50. *Seemle*, that, except for the clause of the forfeiture of the deposit, the £50 would have been a penalty and not liquidated damages.—*Hinton v. Sparkes*, Law Rep. 3 C. P. 161.

See SPECIFIC PERFORMANCE.

WARRANTY.

Under a contract to sell certain described goods, which the buyer has no opportunity of inspecting, the goods must not only answer the description, but must be salable or merchantable under that description. The plaintiffs, at Liverpool, contracted with the defendant to purchase a quantity of Manilla hemp, to arrive from S. by certain ships. The ships arrived, and the hemp was delivered to the plaintiffs and paid for; on examination, it was found that the bales had been wetted through with salt water, afterwards unpacked and dried, and then repacked and shipped at S. The hemp retained its character of hemp, but it was so damaged as not to be "merchantable." The defendant did not know the state in which the hemp had been shipped at S. The plaintiffs sold the hemp at auction as "Manilla hemp, with all faults," and it realized seventy-five per cent. of the price which it would have brought if undamaged. *Held*, that there was an implied warranty to supply Manilla hemp, of the particular quality of which the bales consisted, in a merchantable condition, and that the plaintiffs were entitled, as damages, to the difference between the value of the hemp when it arrived, and what would have been its value if it had been shipped in a state in which it ought to have been shipped.—*Jones v. Just*, Law Rep. 3 Q. B. 197.

WIFE'S EQUITY.—See HUSBAND AND WIFE, 1.

WILL.

1. J. L., by will, dated in 1849, gave the interest of a fund to Charlotte Lee, but if she should marry, or die unmarried, then over. Charlotte Lee was the maiden name of J. L.'s daughter. She had been married in 1828. J. L. knew of her marriage, but it was not shown under what circumstances. Charlotte's husband had, in 1849, not been heard of for many years. After J. L.'s death, the husband appeared, and, on Charlotte's death, claimed the fund. *Held*, that it sufficiently appeared that J. L. believed his daughter's husband to be dead, that he intended that no husband of hers should be benefited by the fund, and that accordingly on her death it went over.—*Crosthwaite v. Dean*, Law Rep. 5 Eq. 245.

2. Testator declared that his property should be inherited by his nephews, A. and B., during

their lives, and, after their death, that their eldest sons should inherit the same during their lives, and so on,—the eldest son of each of the two families to inherit the same forever. *Held*, that A. and B. took estates for their lives, remainder to their eldest sons respectively for their lives, remainder to A. and B. in tail male.—*Forsbrook v. Forsbrook*, Law Rep. 3 Ch. 93.

3. Gift of an annuity to the child or children of A. equally, for the term of their joint lives, or the life of the survivor or longer liver of them. *Held*, that the children took, as tenants in common, an annuity to last till the death of the survivor, and that the share of those dying within the period went to their representatives.—*Bryan v. Twigg*, Law Rep. 3 Ch. 183.

4. Bequest to the descendants of the brothers and sisters of A., living at testator's death, "such descendants to take *per stirpes*, and not *per capita*." *Held*, that the fund was primarily divisible into as many equal shares as there were brothers and sisters of A. of whom any descendant was living at the testator's death; that such shares respectively were divisible into as many equal shares as there were children of such brothers and sisters of A. respectively living at testator's death, or having died and left any descendant then living, and so on; and that no descendant should share concurrently with a living ancestor.—*Gibson v. Fisher*, Law Rep. 5 Eq. 51.

See ADMINISTRATION; CHARITY; POWER; TAIL, ESTATE IN.

WORDS.

"Damage."—See ADMIRALTY.

"Default."—See PAROL EVIDENCE.

"Explosion."—See INSURANCE.

"Gas."—See INSURANCE.

"Money."—See EMBEZZLEMENT.

"Per stirpes and not per capita."—See WILL, 4.

"Possession."—See SPECIFIC PERFORMANCE.

"Signing."—See SIGNATURE.

"Wound."—See MALICIOUS WOUNDING.

GENERAL CORRESPONDENCE.

TO THE EDITORS OF THE CANADA LAW JOURNAL.

Conveyancing—Uniformity of charges—Quack conveyancers.

Messrs. EDITORS,—I do not recollect to have seen any article in your Journal on the subject of conveyancing in Ontario. I propose to offer a few remarks on the subject, referring to conveyancers (meaning lawyers) and their charges. It is well known to the profession that there is no statute in force in Ontario