the Thames shall be answerable for all damages done by the ship, or by any of the boatmen or *other persons* belonging to or employed about the same, to any of the property of the Thames conservators, and that the boatmen or other persons so offending shall be answerable for and shall repay all such damages to the ship owner. *Held*, that the general enactment in the later statute did not repeal the particular enactment in the earlier statute.—*Conservators of the Thames* v. *Hall*, Law Rep. 3 C. P. 415.

Stoppage in Transitu.

A, in Sweden, agreed to sell goods to B, in London; B chartered a ship to fetch the goods, and insured them. The goods were damaged during the voyage, and, before they arrived in England, B had failed, and A thereupon had given notice of stoppage *in transitu*. *Held*, that A was entitled, as against the other creditors of B, to the proceeds of the sale of the goods, but not to money paid for the damage by the insurers.—*Berndtson* v. *Strang*, Law Rep. 3 Ch. 588.

See Freight, 2.

Surety—*See* Landlord and Tenant, 2.

Tail, Estate in—*See* Marriage Settlement.

Trover—*See* Pledge, 1.

Trust.

A testator gave £2,300, bank annuities, to trustees, on trust to pay his debts, if his ready money was insufficient, and to hold the residue on trust to pay the dividends to his wife during her life, and, after her death, to sell the fund and also his household furniture, and out of the proceeds and of all other his personal estate to pay seven legacies, amounting to £1,075, and to pay the residue to A. The testator died in 1832, and his estate was administered, and no part of the £2,300 bank annnities being required for payment of debts, the whole was transferred into the names of the trustees. Both trustees died, and the administrator of the survivor embezzled the greater part of the fund, so that only £716 were forthcoming. The widow died in 1862. *Held*, that, there having been no consent of the legatees to the special appropriation of the fund, the residuary legatee could take nothing till all the pecuniary legatees had been paid.—*Baker* v. *Farmer*, Law Rep. 3 Ch. 537.

See Company, 2, 3; Power, 1; Priority, 1, 3.

Ultra Vires.

A railway company has no power to use its funds to prosecute a suit not instituted by it; and a court of equity will, at the instance of a shareholder, restrain it from doing so, without going into the question whether the suit is or is not for the benefit of the company.—*Kernaghan* v. *Williams*, Law Rep. 6 Eq. 228.

See Railway, 2.

Vendor and Purchaser of Real Estate—*See* Frauds, Statute of, 2.

Vested Interest.

A gift to all the children of A, "now or here after to be born, who shall attain twenty one," was followed by a power of advancement out of the "vested or presumptive share" of any object of the gift. *Held*, that the class of children to take was not ascertained when the eldest attained twenty-one (*Bateman* v. *Gray*, 29 Beav. 447, reversed).—*Bateman* v. *Gray*, Law Rep. 6 Eq. 215.

Way.

1. The mere non-user of a way for thirty years does not, in the absence of the acquisition of rights by other parties in consequence of it, amount to an abandonment.—*Cook* v. *Mayor, &c., of Bath*, Law Rep. 6 Eq. 177.

2. If a plaintiff has suffered a particular injury from the obstruction of a public way, a bill for an injunction will lie, and the attorney-general need not be made a party.—*Ibid.*

Will—*See* Devise; Heirloom; Legacy Duty; Next of Kin; Power, 2; Revocation of Will; Trust; Vested Interest.

REVIEWS.

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We draw largely from the masterly pages of this welcome quarterly. The last number contains articles on the following subjects:—Jettison and General Average—Considerations on the facilitating proceedings in Criminal matters—Lord Kingsdown, formerly known as Mr. Pemberton Leigh, who is spoken of as a lawyer of much ability, but whose name, he being a mere lawyer, though successful and upright, will be scarcely known to posterity—Post nuptial Settlements—The High Sheriff, which we copy—London Criminal Law and Procedure and Church Patronage, neither of which will interest us much here—Lord Cranworth—Amalgamation of the Professions—Recent decisions on the Equitable doctrine of notice, transcribed for the benefit of our readers—&c.