

his wife get any relief. The Court of Appeal suggest that such a state of facts ought to constitute an exception to the ordinary rule that the Court will not exercise jurisdiction to grant a divorce except when the parties are domiciled within its jurisdiction.

SHIP—CONTRACT OF AFFREIGHTMENT—DAMAGE TO GOODS—UNSEAWORTHINESS—CAUSE OF DAMAGE.

*The Europa* (1908) P. 84 was an action by the charterers of a ship against the ship owners on a contract of affreightment. The case raised the question whether seaworthiness is a condition precedent in a contract of affreightment, to the extent, that if the ship be unseaworthy, the shipowner is reduced to the position of a common carrier, and liable for all damages occasioned to the cargo to which the contract relates, even if such damage be solely caused by an excepted peril and not by the unseaworthiness. This question a Divisional Court (Deane and Bucknill, JJ.) answered in the negative.

WILL—CONSTRUCTION—LIFE INTEREST TO WIFE "IF SHE SHALL SO LONG CONTINUE MY WIDOW"—BIGAMOUS MARRIAGE—"WIDOW."

*In re Wagstaff, Wagstaff v. Jalland* (1908) 1 Ch. 162. The Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.) have affirmed the judgment of the late Kekewich, J. (1907) 2 Ch. 35 (noted ante, vol. 43, p. 616). A testator who at the time he went through a form of marriage with a Mrs. Josephine Jalland, knew that her husband was still living. Mrs. Jalland thereafter lived with him as his wife till his death. By his will he gave certain of his chattel property to his "dear wife, Dorothy Josephine Wagstaff," the same person as Josephine Jalland, and also devised and bequeathed the residue of his real and personal estate to his "said wife" during her life "if she so long continue my widow," and upon her decease or second marriage then over. The question was whether Josephine Jalland could take under the residuary devise and bequest as widow of the testator. Kekewich, J., held that the word had obtained a secondary meaning in the will, and sufficiently designated the person intended to be benefitted, and that Mrs. Jalland was consequently entitled to a life estate in the residue until she contracted another marriage subsequent to the death of the testator.