

WILL—LEGACY—"DOMESTIC SERVANT"—MALE NURSE—TEMPORARY SUSPENSION OF SERVICE.

*In re Lawson, Wardley v. Bringloe* (1914) 1 Ch. 682. In this case the meaning of "domestic servant" was under consideration. By a will a testator who died in April, 1912, bequeathed to each of his "domestic servants" who should have been in his service two years prior to his decease, the amount of one year's wages. One of the claimants was a male nurse who was engaged in 1907 by the receiver in lunacy of the testator's estate, as an assistant attendant on the testator at a weekly wage of one guinea. He did not sleep in the house but took some of his meals there. From November, 1910, until the testator's death he was engaged for night duty at £2, 2s., a week, but was absent on a holiday from June 26 to October 23, 1911, during which time he received no wages but it was understood that he should, and he did return to the testator's service. The question was whether he came under the category of "domestic servants" and Eve, J., held that he did. The term "domestic" he held to be equivalent to "household" and that although, to fulfil the requirements of the will, it was necessary for the service to be continuous for the period named, that did not involve service from day to day and the suspension of service with the consent of the master did not disentitle the claimant to the legacy.

COMPANY—TRUST DEED TO SECURE DEBENTURES—RENUMERATION OF TRUSTEES—APPOINTMENT OF RECEIVER.

*In re Locke, Wigan v. The Company* (1914) 1 Ch. 687. By a trust deed to secure debentures of a limited company there was a primary trust to pay the costs and expenses in the execution of the trust including the trustees' remuneration which by the deed was fixed at £105 per annum. In 1911 an action was commenced to carry the trusts into execution and a receiver was appointed on July 14, 1911. The remuneration of the trustee had been paid to Jan. 1, 1911. The trustee claimed to be paid his remuneration down to the close of the proceedings in the action out of the proceeds of the sale in priority to the debenture holders, but Eve, J., held that he was only entitled to remuneration down to the appointment of the receiver; but inasmuch as he had not rendered any appreciable service since that date, he was not entitled to any further remuneration.