

CARRIERS CONDITIONS AS TO PUNCTUALITY.

The lands in question were copyhold lands, and it was shown that the transaction was carried out in 1839, and that, according to the custom of the manor, infants were not admitted without at the same time the appointment of a guardian. On the other hand, it was proved that Lucretia was always acknowledged and treated in the family as the legitimate child of Wm. Ireson and his wife, and that it was never suggested that she was illegitimate; that Wm. Ireson described Jane and Lucretia in his will, as "my daughters," and that letters of administration to Mrs. Ireson's estate issued to Lucretia, who described herself, on applying for the grant, as one of the "natural and lawful children, and one of the next of kin" of Mrs. Ireson. The question, therefore, was how far the documentary evidence was admissible to rebut the evidence of reputation. The learned judge held both the letters and certificate were admissible, and though the statement as to the date of birth in the certificate, being one which the official duty of the rector did not require that he should make, was one to which not much weight should be attached if it stood alone, yet, in conjunction with the letters, the inference to be drawn from the documents was irresistible, and he determined therefore that Lucretia was illegitimate.

HUSBAND AND WIFE—CONVEYANCE BY WIFE—SETTLEMENT.

The case of *Fowke v. Draycott*, 29 Chy. D. 996, demands a brief notice, inasmuch as North, J., therein decided that when a wife obtains an order under the Impl. Stat. 3 & 4 Will. IV. c. 74, s. 91, empowering her to convey her lands without her husband's concurrence, the order has not the effect of depriving the husband of his common law rights to the rents during the coverture. But the wife having separated from her husband on the ground of cruelty, and asserting her equity to a settlement, it was held that the husband was bound to provide for her out of the rents, and under the circumstances the whole of the rents were settled upon her.

RAILWAY—SALE OF SUPERFLUOUS LAND—PROHIBITION AGAINST BUILDING.

The only case remaining to be noted is that of *Bird v. Eggleton*, 29 Chy. D. 1,012, a decision of Pearson, J. An Act of Parliament of 1806 provided that no buildings should at any time

thereafter be erected on a certain strip of land. In 1865 a railway company under their statutory powers acquired the land for the purposes of their undertaking. A part of the land thus acquired became superfluous land—and was sold by the company in 1868 to the defendant's landlord. The defendant in 1885 commenced to build on it, and the present action was brought by an adjoining proprietor to restrain him from so doing. The injunction was granted, the learned Judge holding that, as the railway company could only use the land for the purpose of their undertaking, that they could not themselves have built upon it, except so far as was necessary for the purposes of their railway, and that therefore when the land was sold as superfluous land, they could confer no greater power on the purchaser, but that the restriction imposed by the Act of 1806 bound the land in the hands of the latter.

SELECTIONS.

CARRIERS' CONDITIONS AS TO PUNCTUALITY.

Wills, J., made what may seem a very trite remark in *M'Cartan v. North-Eastern Ry. Co.*, that, "when you have a contract to construe, the best thing to do is to see what it says before you begin to see what other people have said in other cases and under other circumstances and what construction has been put on other words." But this true and pithily put rule is commonly enough overlooked, and to that circumstance much of the confusion between cases relating to the construction of contracts may be traced. Especially is this so in reference to the cases on railway "conditions," and it was in reference to them that *M'Cartan's* case was decided.

Following the principle laid down by Wills, J., let us first see what was said by the contract there construed. The plaintiff, it should be premised, had taken four third-class tickets at the defendants' station at Durham by the 2.11 p.m. train for Belfast