Willes, J.—This is an action by a servant against the administrators of a deceased master, and the question is whether the contract of service was determined by the death of the master. It was not on account of any doubt we had at the time that we deferred giving judgment. We are of opinion that our judgment ought to be for the defendants. The declaration alleges a contract between the plaintiff and defendants' testator to serve in the capacity of farm bailiff, and it is not stated in the declaration that either party, either expressly or impliedly, contracted for his executors or administrators. The general rule of law is, that the death of either party puts an end to such contract of personal service, unless there is a stipulation, expressed or implied, to the contrary. There being no such stipulation in the present case, the servant as well as the personal representatives of the testator are equally discharged from such a contract by the death of the master.

Judgment for the defendants.

CHANCERY.

Robinson v. Wood.

Warrant of attorney—Judgment—Rate of interest.

A memorandum indorsed on a warrant of attorney stated that the warrant had been given to secure the payment on the 2nd of June, 1864, of a sum of money, with interest thereon at the rate of £5 per cent. per month; that judgment was forthwith to be entered up, and that if the debt and interest were not paid on the day aforesaid, execution was to issue. The debt was not paid at the time named, and judgment was not entered up.

Held, that after the day named for payment the debt carried interest at £4 per cent. per annum only.

[V. C. S. 18 W. R. 32.]

This suit was instituted to administer the estate of William Bevan, deceased, and the present application was to take the opinion of the judge upon the chief clerk's certificate, allowing to a claimant, Mr. Robert Cook, interest at the rate of £60 per cent. upon a debt secured by a warrant of attorney, on which was endorsed a memorandum in the words following, viz.:—

"Memorandum.—The within written warrant of attorney is given for securing the payment of the sum of £1,330, with interest thereon at and after the rate of £5 per cent. per month on the 2nd day of June next. Judgment to be entered up forthwith, and in case of default in payment of the said sum of £1,330 and interest thereon on the day aforesaid, execution or executions and other process may then issue for the said sum of £1,330 and interest, together with costs of entering up judgment, registering same, and writ and writs of execution or executions, sheriffs' poundage, officers' fees, and all other incidental expenses whatsoever. Dated 2nd day of May, 1864."

The debt was not paid on the day named for the payment thereof, and no judgment upon the warrant of attorney had ever been entered up. The chief clerk by his certificate dated the 12th of February, 1869, had allowed interest up to that day at the rate of £5 per cent. per month, or £60 per cent. per annum, and the summons was to take the opinion of the judge as to whether this rate of interest should not be reduced to £4 per cent. per annum, or to such other rate as the court might think fit.

Green, Q.C., and *F. J. Wood*, for the executors.

Dickinson, Q.C., and *Daly*, for Mr. Cook, the claimant, referred to *Sherborn* v. *Lord Huntingtower*, 11 W. R. 344, 13 C. B. Rep. N.S. 742.

Bristowe, Q.C., and *Bagshawe*, for the plaintiff.

Fischer, for other parties.

Stuart, V. C., thought that after the second of June, 1864, Mr. Cook was entitled to interest at the rate of £4 per cent. per annum only, and ordered the certificate to be varied accordingly.

In re Lever's Trusts.

Will—Construction.

A testatrix gave a sum of money in trust for "my nephew and nieces." She had numerous nephews and nieces, but in a former part of the will she had mentioned by name four nieces and one nephew.

Held, that all the nephews and nieces were entitled to a share of the trust money.

[V. C. M. 18 W. R. 35.]

A testatrix by her will gave her household furniture, plate, linen, books, &c., to four of her nephews and one of her nieces by name. In a subsequent part of her will she gave the sum of £600 to trustees in trust to invest and pay the dividends to "my nephew and nieces." She had at the time of her death seventeen nephews and nineteen nieces. A petition was now presented by the nephew and nieces named in the will to know whether they alone were entitled to the dividends of the £600.

B. B. Rogers, for the petition, contended that the word "said" had been accidentally omitted before the word "nephew."

Renshaw, for the testatrix's other nephews and nieces, contended it was much more probable that the letter "*s*" had been omitted at the end of the word "nephews." The testatrix knew she had other nephews and nieces besides those she had named.

Wigglesworth, for the residuary legatees, contended that it was impossible to say which nephew was intended by the testatrix, and that his share accordingly fell into the residue.

Royers, in reply.

Soley, for the trustees.

Malins, V. C., said that although the testatrix might not have meant it, yet that on the whole he was bound to conclude that all the nephews and nieces were entitled to share in the dividends of the £600.

The Manx Laws.—The grossly defective state of the Manx criminal code has just led to a miscarriage of justice. The woman who was accused of having tried to murder her husband, by slowly poisoning him, at Port Crin, was put on trial on Thursday; but, although the evidence was almost overwhelming, the prosecution had to be withdrawn, as there is no provision under the Manx criminal code for the punishment of a person charged with attempting to murder by poison.—*Daily Paper.*