

contract as purchaser, but as tenant under the lease.—*Mills v. Haywood*, 6 Ch. D. 196.

Stoppage in Transitu.—W., a trader in Falmouth, purchased goods of B., a merchant in London. On Oct. 27, 1876, B. sent an invoice to W. The goods were put on board the same day. The steamer sailed October 29, and arrived at Falmouth October 31, when the goods were put into the warehouse of C., wharfinger and agent of the steamer company. In the evening of October 30, or the morning of October 31, the bill of lading arrived. October 30, W. absconded, and, November 4, he was adjudged bankrupt. The same day, B. telegraphed to C. not to deliver the goods. It appeared that C. was in the habit of receiving goods and holding them at the risk of the consignee, and that he had the exclusive right as against the steamer company of delivering the goods. One condition of delivery was, that the freight should be paid. C. testified that he considered himself in all cases the agent of the consignee from the time of the arrival of the goods on the wharf. *Held*, that the goods were still in transit when B.'s message arrived. C. was not agent of the consignee.—*Ex parte Barrow. In re Worsdell*, 6 Ch. D. 783.

Telegraph.—*Held*, affirming the decision of the Common Pleas Division, that an action cannot be maintained against a telegraph company by the receivers of a telegram, for negligence in the delivery thereof, in consequence of which negligence the receivers suffer damage.—*Dickson v. Reuter's Telegraph Co.*, 3 C. P. D. 1; a. c. 2 C. P. D. 62; 1 Legal News, 37.

Vendor and Purchaser.—A tenant for life without power to lease undertook to grant a sixty years' lease at 6d. rent, with a covenant for quiet enjoyment, the lessee to erect a house, as he in fact did. The lessee died, and his son paid rent to H., who had come into possession of the fee. Subsequently, H. conveyed the property to the plaintiff, subject to the sixty years' lease, which he supposed valid. The plaintiff sued for immediate possession. *Held*, that he was entitled.—*Smith v. Widdlake*, 3 C. P. D. 10.

Watercourse.—See *Mine*, 2.

Will.—1. Testator left £6,000 in trust for his two daughters J. and A., for their respective lives, in equal moieties, and "from and immediately after the several deceases of each of

them, leaving lawful issue or other lineal descendants or them surviving," upon trust to pay, assign, and transfer the principal fund "of her or them so dying unto her or their child or children, or other lineal descendants, respectively, . . . such child or children, or other lineal descendants, to take *per stirpes* and not *per capita*, . . . to be paid . . . to them respectively when and as they respectively shall attain the age of twenty-one years." The income to be applied meantime, if necessary, for their support; "nevertheless, the . . . shares of the said child or children," in the principal, "shall be absolute vested interests in him, her, or them immediately on the decease of his, her, or their respective parent or parents." In case a daughter should die without leaving "issue or lineal descendants her surviving," there was a gift over to the other daughter and her issue and lineal descendants, in similar form; and, in case both daughters should so die, a gift over to third persons. *Held*, that the children of a daughter who died before their mother's death did not take.—*Selby v. Whittaker*, 6 Ch. D. 239.

2. Testator began as follows: "As to my estate, which God has been pleased in his good providence to bestow upon me, I do make and ordain this my last will and testament as follows (that is to say)." He then devised a farm; then, in an informal way, another farm; he then made seven money bequests and a gift of shares in a company, gave his executors £100 each, and made M., R., and O. his "residuary legatees." He possessed other freehold lands besides those mentioned in the will. *Held*, that such lands passed to M., R., and O., as "residuary legatees."—*Hughes v. Pritchard*, 6 Ch. D. 24.

3. Testator gave his brother J. S. all his real and personal estate, with full power to give, sell, and dispose of it in any way he should see fit, and appointed him sole executor. The will then proceeded thus: "But provided he shall not dispose of my said real and personal estate, or any part thereof, as aforesaid, then, and not otherwise, I do hereby give, devise, and bequeath my said real and personal estate, or such part or parts thereof as he shall not so dispose of, in the manner following." The testator then proceeded to dispose of his property by a series of trusts, entails, and