

Held, that the contemplated "dying without issue" was a dying without issue living at the granddaughter's death.—*Chisholm v. Emery*. [In Appeal.] 18 Grant, 467.

SHERIFF'S DEED—INSUFFICIENT DESCRIPTION.

—A sheriff's deed described the property conveyed as "about fifteen acres, more or less, being the whole of a block or piece of land adjacent to the Grand Trunk Railway, being a part of lot number twenty-seven in the first concession of South Easthope, now in the town of Stratford."

Held, that this description was insufficient and the deed void.—*Davidson v. Kiely*, 18 Grant, 494.

VOLUNTARY CONVEYANCES' ACT (1868).—The Voluntary Conveyances' Act (1868) gives effect as against subsequent purchasers, to prior voluntary conveyances executed in good faith, and to them only; and a voluntary conveyance to a wife for the purpose of protecting property from creditors was held not to be good against a subsequent mortgage to a creditor.—*Richardson v. Armitage*, 18 Grant, 512.

PURCHASE UNDER MISTAKE.—PAYMENT FOR IMPROVEMENTS—The rule, that a party in good faith making improvements on property which he has purchased, will not be disturbed in his possession, even if the title prove bad, without payment for his improvements, will be enforced actively in this Court, as well where the purchaser is plaintiff as where he is defendant; and that although no action has been brought to dispossess him.—*Gummerson v. Banting*, 18 Grant, 516.

BUILDING CONTRACT.—A contractor agreed by a specified time to do certain work according to specifications, subject to certain alterations and additions, and to forfeit £3 for every day after that time until completion; and also, that the time for completing any alterations or additions should not exceed the specified period unless an extension were allowed by the clerk of the works. The contractor did not complete within the period, but failed to do so on account of alterations ordered. No extension of time had been allowed. *Held*, that the contractor had subjected himself to the forfeiture.—*Jones v. St. John's College*, L. R. 6 Q. B. 115.

CARRIER.—A passenger by a railway had his portmanteau put into the same carriage with him; at a station he got out for ten minutes, and on his return failed to find the carriage, and completed his journey in another; the portman-

teau when found had been robbed. The jury found that his negligence had contributed to his loss. *Held*, that the general liability of the company was modified by the implied condition that the passenger should use reasonable care.—*Talley v. Great Western Railway Co.*, L. R. 6 C. P. 44.; s. c. in Appeal, 7 C. L. J. N. S. 20.

CONTRACT—1. The plaintiff agreed to hire grass-land of the defendant on the terms of a lease to be signed afterwards. He entered and found the land overrun with rabbits. When the lease was presented to him he refused to sign it, unless the defendant undertook to destroy them. The defendant promised to do so, and the plaintiff signed the lease in its original form. The defendant did not destroy the rabbits. *Held*, that the promise was collateral to the lease and founded on a good consideration.—*Morgan v. Griffith*, L. R. 6 Ex. 70.

NEGLIGENCE.—BANK.—J. deposited certificates of railway shares with a banking company who collected dividends for a commission. They kept the certificates with their own securities in a box in the manager's room, of which he had the key. The manager sold the shares, and forged J.'s name to the transfer. The fraud being discovered, J. brought a suit against the holder of the stock and the railway company, in which he obtained relief, but no costs. He then brought this claim against the bank for the amount of his costs. *Held*, that the bank was a bailee for reward, and had been guilty of negligence, but that the loss of the costs was not a natural or ordinary consequence of the neglect.—*Johnston's Claim*, L. R. 6 Ch. 212.

RATIFICATION.—Action upon a note purporting to be signed by the defendant and J. The defendant's name had been forged by J.; the plaintiff having threatened criminal proceedings against J., the defendant signed the following: "I hold myself responsible for a bill of £20 bearing my signature and J.'s," &c. *Held*, (MARTIN, B., dissenting) that the defendant was not liable on the note.—*Brook v. Hook*, L. R. 6 Ex. 89; 7 C. L. J. N. S. 168.

WILL—1. Gift by will to "my great-nephew G., and to such other of my nephews and nieces as shall be living," &c. *Held*, that the great-nephews and great-nieces were entitled to share with the nephews and nieces.—*In re Blower's Trusts*, L. R. 11 Eq. 97.

2. Testator declared that "the income arising from my principal money shall be paid to my wife, while unmarried, for the support of herself and