lease was ever made, but B. entered and paid rent until his death, after which his personal representative entered and paid rent. *Held*, that a claim against B.'s estate for rent accrued since his death, and for a sum which would have been due under the covenants if the lease had been executed, that such claims were of the nature of specialty debts, and must be allowed as such.—*Kidd* v. *Boone*, L. R. 12 Eq. 89.

2. A. assigned to trustees an equitable interest in copyholds, with a covenant for further assurance. A. subsequently was admitted to the copyholds, sold them, applying the purchase-money to his own purposes, and died insolvent. *Held*, that the covenant entitled the trustees to prove for a specialty debt.—*Blackburn* v. *Dickson*, L. R. 12 Eq. 154.

3. A lessee for the lives of A., B., and C., and the survivor of them, by deed reciting his lease, conveyed to the plaintiff, to hold for the lives of A., B., and C., and the survivor of them, and covenanted that the said lease was a valid and subsisting lease for the lives of A., B., and C., and the survivor of them. B. was dead at the date of said covenant. *Held*, that the covenant was that the lease was valid and subsisting, not that the three lives were all still subsisting. The mention of the three lives was merely matter of description of the lease.—*Coates* v. *Collins*, L. R. 6 Q. B. 469.

4. A lease contained a covenant that the demised premises should be used for a post-office, and for no other purpose. The post-office issued licenses for men-servants, horses, carriages, dogs, &c. *Held*, that issuing such licenses was analogous to issue of stamps and money-orders, which formed part of the duties of the office when the lease was made; and that there was no breach of the covenant.—*Wadham* v. *Postmaster-General*, L. R. 6 Q. B. 644.

See Bankruptcy, 2; Settlement, 3.

Credit, Letter of.—See Bills and Notes, 3.

Cross Action.—See Set-off, 2.

Cy Prés.—See Charity; Legacy, 2, 3.

Damages.—See Cargo; Freight, 1; Receipt; Set-off, 2.

Danger of the Seas.—See Cargo.

Dead Freight.—See Bill of Lading.

Debenture.—See Company, 2.

Debt.—See Covenant, 2.

Deed.—See Bills and Notes, 2; Covenants, 3; Seal.

Deed of Settlement.

In the deed of settlement of a Baptist chapel it was provided that the minister should be subject to removal by order of the church, made at one meeting and confirmed at a subsequent. Notice may be given of the object of each meeting. Notice was given that a meeting would be held for the purpose of bringing charges against the minister. A meeting was held, and it was resolved that the minister "having on different occasions uttered deliberate falsehoods," and "also having on several occasions been seen drunk," he was "not a fit and proper person to occupy the position of pastor, and that his office of pastor cease forthwith." Notice was given of a second meeting, for the purpose "of confirming the resolutions passed" at the first meeting, and at the second meeting it was ordered "that the above minutes be confirmed." *Held*, that vague and insufficient reasons having been assigned for the minister's removal, the latter was invalid, but if no reasons had been assigned, the same could not have been set aside. And that the notice of the second meeting should have set forth the resolution which was to be confirmed.—*Dean* v. *Bennett*, L. R. 6 Ch. 489.

Detinue.—See Bills and Notes, 2.

Devise.

1. Devise for testator's two daughters for life as tenants in common, and after their respective decease, the trustees to convey to their respective husbands and their heirs: provided, that if either daughter should die unmarried, her share in trust for the other daughter for life, and on her decease the whole to her husband and his heirs. A daughter married, and her husband died, devising to his wife and her heirs the estate he was entitled to under the above will. A purchaser from said daughter refused to complete his purchase on the ground of defect in title. *Held*, that if the said daughter should die, leaving a second husband surviving her, his title would be a good one, her first husband not having been entitled to an absolute estate in fee in remainder expectant on his wife's death.—*Radford* v. *Willis*, L. R. 12 Eq. 105.

2. A testator gave his estate to his widow, "to be at her disposal in any way she may think best for the benefit of herself and family." The widow gave an annuity to an illegitimate son of the testator's son. *Held*, that the gift to the widow was absolute, and that there was no trust for children under the will. The annuity was valid.—*Lambe* v. *Eames*, L. R. 6 Ch. 597; s. c. L. R. 10 Eq. 267; 7 U. C. L. J., N.S., 170, 222.

3. A testator devised as follows: "I devise and bequeath to my mother, all my real and