specified payments are made, when it passes to the person entering into the agreement. To establish such a custom so that it would prevent the hirer from being the reputed owner of the property, it must be proved to have existed so long, and to have been so extensively acted upon, that the ordinary creditors of the hirer in his trade may be reasonably presumed to have known it. As to what evidence is sufficient for this purpose, see *Ex parte Powell. In re Matthews*, 1 Ch. D. 501.

See Broker, 2.

Cy-pres.—*See* Charitable Gift.

Damages.

The defendant sold a cow to the plaintiff, who was a farmer, with warranty that it was free from foot-and-mouth disease. The cow had the disease, and communicated it to other cows belonging to the plaintiff. The judge instructed the jury, that if they found that the defendant knew that the plaintiff was a farmer, and would in the ordinary course of his business place the cow with other cows, then they might assess damages for the loss of the other cows. The jury found damages covering the loss of all the cows. *Held*, that the above instruction was correct.—*Smith* v. *Green*, 1 C. P. D. 92.

See Defamation; Interest.

Danger of the Seas.

Bills of lading were signed for due delivery of the cargo at the port of discharge, the dangers of the seas and fire only excepted. During the voyage some of the crew bored holes in the sides of the vessel, through which the water entered, and damaged the cargo. *Held*, that the said barratrous act of the crew did not fall within the exception in the bills of lading.—*The Chasca*, L. R. 4 Ad. and Ec. 446.

Defamation.

The plaintiff brought an action against the defendant for falsely and maliciously imputing adultery to the plaintiff's wife, who assisted the plaintiff in his business, with one A. upon the plaintiff's premises, whereby the plaintiff was injured in his business as a grocer and draper. Evidence was offered that the plaintiff's business had fallen off since the words were spoken; but no evidence was offered that any particular persons had ceased to deal with the plaintiff. *Held*, that the action was maintainable, and that damage was sufficiently shown.—*Riding* v. *Smith*, 1 Ex. D. 91.

Demurrage.—*See* Charterparty, 1.

Descriptio Personæ.—*See* Gentleman.

Devil, Personality of the.—*See* Church of England.

Devise.

1. A testator, who was mortgagee of certain real estate, and entitled to one moiety of the equity of redemption, devised "all his property real and personal" upon trust, first, to pay all his debts, funeral and testamentary expenses; secondly, upon certain trusts for his wife and children, with power in the trustees to sell or mortgage any part of his estate real or personal. There was no express devise of trust or mortgaged estates. *Held*, that the legal estate in the mortgaged premises did not pass under the will.—*In re Packman & Moss*, 1 Ch. D. 214.

2. Devise to A. for life, and from and after his decease unto his eldest son if he shall have arrived at the age of twenty-one years, or so soon as he shall arrive at that age; and, in default of his having a son, over. A. died, leaving a son, who was a minor. *Held*, that A.'s son took a vested estate in fee, liable to be divested in the event of his death under the age of twenty-one; and that there was an executory devise to A. in tail if A. should die under twenty-one.—*Andrew* v. *Andrew*, 1 Ch. D. 410.

3. Devise to A. for life, and in the event of his leaving a lawful son born or to be born in due time after his decease, who should live to attain the age of twenty-one years, then to such son and his heirs if he shall live to attain the age of twenty-one years; but in case A. should die without leaving a son who should attain twenty-one, then over. A. died leaving an infant son. *Held*, that A.'s son took a vested estate in fee, subject to be divested in event of his dying under twenty-one.—*Muskett* v. *Eaton*, 1 Ch. D. 435.

4. A testator gave real and personal estate in trust to convert and invest and pay the interest to his wife so long as she should continue unmarried; and, after her death or marriage, in trust to pay the interest to his son for life, and afterwards to his lawful issue. At the death of the son, there were living three of his children and one grandchild. One of the children, a daughter, married ten days after her father's death, and had a child six months after her marriage. *Held*, that the fund must be divided among the three children and grandchild as joint-tenants. The child subsequently born, although *en ventre sa mère*, and alive at the death of the tenant for life, and legitimate when born, was not legitimate at the time of distribution, and not entitled to share in the fund.—*In re Corlass*, 1 Ch. D. 460.

5. Devise of real and personal estate to a trustee, with directions that he should pay the testator's debts "out of my rents and profits," and divide the remainder of the rents and profits equally between the testator's uncles during their lives, and, after their decease, in trust for their children; if no children, the income to C for life, remainder to his children; if C. died childless, then "I give the whole of my real and personal estate to H., his heirs and assigns for ever." The personal estate was insufficient to pay the