

Channell, J.J.) that the Act did not apply to the Crown or its servants, and therefore that the conviction of the defendant must be quashed, there being no evidence that the defendant was personally liable on the ground of nuisance or improper performance of his duty.

WILL—CONSTRUCTION—CHATELS REAL—RENT CHARGE ISSUING OUT OF LEASE—HOLDS—INTESTACY—NEXT OF KIN ESTATE CHARGES ACTS—(R.S.O., c. 128, s. 37.)

In re Fraser, Lowther v. Fraser (1904) 1 Ch. 726. An appeal was brought from the decision of Byrne, J. (1904) 1 Ch. 111 (noted ante p. 190), on which a question not discussed before Byrne, J., was raised. By the will in question made in 1886 the testator gave all his personalty except chattels real to his executors in trust, and he gave all his real estate and chattels except what he had otherwise disposed of by his will to his brother absolutely. In April, 1898, the testator entered into a contract for the purchase of a rent charge issuing out of leaseholds. In July, 1898, the testator made the last of seven codicils to his will, in this codicil he stated that his brother was dead, but he did not revoke the bequest to him or the general bequest of personalty. The testator died in August, 1898, the purchase money for the rent charge not having been paid. The question was raised before the Court of Appeal whether the exception of chattels real had not been made from the general bequest to the executors of the personal estate merely for the purpose of the bequest to the brother who had predeceased the testator, and therefore as the specific bequest of the chattels real had failed, whether they did not fall into the general bequest of personalty. but the Court (Williams, Stirling, and Cozens-Hardy, L.J.J.) declined to accede to that contention, and held that the exception of the chattels real was good for all purposes, and consequently that as to them there was an intestacy; and they affirmed the judgment of Byrne, J., that the rent charge was a chattel real and passed as on an intestacy, and that the next of kin must take cum onere and were bound to discharge the unpaid purchase money.

TRADEMARK—FANCY WORD—TABLOID.

In *Wellcome v. Thompson* (1904) 1 Ch. 736, it was held by Byrne, J., and the Court of Appeal (Williams, Stirling and Cozens-Hardy, L.J.J.) (Stirling, L.J., dubitante) that the word "Tabloid" is a fancy word, and therefore a good trade mark.