the sum which "we have allotted and apportioned, and do hereby allot and apportion as the share of our eldest son, or, failing him, of the heir of entail succeeding to the said entailed estate." The deed also contained this clause: "It being our desire and appointment that said trustees should, immediately on the death of the survivor of us, renounce and discharge said [security on said estate,] and disburden said lands and estates." *Held*, that the eldest son was absolutely entitled to said $25,000; and that said final clause, expressing a desire, did not take away from the ownership created by the previous clauses. *McDonald* v. *McDonald*, L.R. 2 H.L. Sc. 482.

5. A husband and wife had three children, A., B., and C. On the marriage of A., an estate called Sonna was settled on said husband and wife for life, remainder to A. for life, remainder to his sons in tail male, and in default, &c., to B. for life, remainder to his sons in tail male. On the marriage of B., an estate called Ballycommon was settled on said husband and wife for life, remainder to B. for life, remainder to his sons in tail male, and in default, &c., to C. for life, and after C.'s death to A. for life, remainder to the *second son* of A. and the heirs male of his body, and in default to the third, fourth, fifth, and every other son of A., *save and except an eldest son*, severally and successively in tail male, the elder of such sons other than an eldest son to be preferred and take before the younger of such sons, and, in default or failure of such issue, over. A. had one son. B. had no issue. C. had her life-estate in Ballycommon, and died. It was contended that the phrase, "save and except an eldest son," was intended to apply only to the case of a son of A., who had younger brothers, and not to the case of A.'s having an only son. *Held*, that A.'s son was not entitled to Ballycommon.—*Tuite* v. *Bermingham*, L. R. 7 H. L. 634.

See Election, 2.

Shareholder.—*See* Bank.

Ship.

A sailing vessel under way was overtaken and run down by a steamer. *Held*, that it was not the duty of the sailing vessel to exhibit a light over her stern.—*The Earl Spencer*, L. R. 4 Ad. and Ec. 431.

See Carrier; Charterparty; Collision; Danger of the Seas; Freight; Insurance, 1, 2, 4; Lex Loci; Salvage.

Shop.—*See* Dwelling-Place.

Slander.—*See* Defamation.

Special Damage.—*See* Defamation.

Specific Devisee.—*See* Marshalling Assets.

Specific Legatee.—*See* Marshalling Assets.

Specific Performance.

Lease for forty years, with concurrent lease for ninety-nine years, if A., B., and C., or any of them, should so long live, with covenant by the lessor to put in another life or lives in place of said A., B., and C., should any of them die during said forty years. The lease for forty years was void. A. died, and the lessor appointed no life in his place. The lessee brought a bill for specific performance. *Held*, as the only ground for specific performance was that the covenant created an equitable estate at the time of execution of the lease, and as such estate would be for more than three lives, and therefore void by statute, the covenant could not be enforced. Bill dismissed.—*Moore* v. *Clench*, 1 Ch. D. 447.

Statute.—*See* Interest; Lease, 2; Wager; Will, 4.

Steamship.—*See* Carrier; Collision.

Steam-Tug.—*See* Collision.

Surety.—*See* Bankruptcy, 6.

Tacking.—*See* Mortgage, 2.

Tenant for Life.—*See* Devise, 5.

Tenant in Common.—*See* Devise, 8.

Ticket.—*See* Carrier.

Title.—*See* Lease, 2; Mortgage, 3.

Trespass.

The wife of the brother of a man who had died in a fit of delirium tremens removed certain jewelry belonging to the deceased from the room where he died, and put them in a cupboard in another room for safety. The jewelry was stolen, and the executor of the deceased brought trespass against the brother and his wife. At the trial, the judge directed the jury to find for the defendants. A rule was obtained for a verdict for the plaintiff for one shilling; or for a new trial, if the court should be of opinion that on the above facts the plaintiff was entitled to a verdict. *Held*, that the plaintiff was entitled to recover as the defendants did not show that the removal was reasonably necessary for the preservation of the jewelry. Verdict for one shilling without costs.—*Kirk* v. *Gregory*, 1 Ex. D. 55.

Trover.—*See* Broker, 1; Trespass.

Trust.

Trustees who are authorized to expend a certain sum in the maintenance and support of children may pay the expenses of education from such sum.—*In re Breeds' Will*, 1 Ch. D. 226.

See Devise, 6; Election, 1; Executors and Administrators, 2; Settlement, 1.

Unseaworthiness.—*See* Insurance, 4.

Vested Interest.—*See* Devise, 2, 3.

Voluntary Settlement.

A silk merchant assigned two policies of insurance for £1,000 each upon his life to trustees for the benefit of his wife, and, a year later, assigned to said trustees his household furniture in trust for his wife and children. The trader died eight months later, insolvent. At the time of the first assignment, the merchant was doing a business of £100,000 per annum; but an inquiry showed that his liabilities then exceeded his assets by £1,293,