

CHARITY—"CHARITABLE OR IMMIGRATION USES"—UNCERTAINTY.

In re Sidney, Hingeston v. Sidney (1908) 1 Ch. 488 the decision of Eady, J. (1908) 1 Ch. 126 (see ante, p. 148), to the effect that a gift by will of personal estate "for charitable uses or for such immigration uses, or partly for such charitable and partly for such immigration uses" as the trustees in their discretion might think fit is void for uncertainty, immigration uses, unless expressly for the benefit of poor persons, not coming within the term "charity," was affirmed by the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Buckley, L.JJ.).

TRUST FUND—UNAUTHORIZED INVESTMENT—RESTORATION OF CAPITAL WITH INTEREST AT 5 PER CENT.—CAPITAL AND INCOME—INCREASED INTEREST OBTAINED BY UNAUTHORIZED INVESTMENT.

In Slade v. Chaine (1908) 1 Ch. 522 a summary application was made to Kekewich, J., to determine the rights of tenant for life and remainderman in a trust fund which had been misappropriated by the trustee and subsequently restored with interest at 5 per cent. The misappropriation consisted in the trustee applying the money in paying his private debt. The tenant for life was his wife, who made no claim. On behalf of the remainderman it was contended that the extra interest which she had received, or should be taken to have received, over and above what would have been realized by an authorized investment of the fund, ought to be treated as an accretion to the capital, but Kekewich, J., refused to give effect to that claim, and the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Buckley, L.JJ.) held that he was right.

MASTER AND SERVANT—CONTRACT OF SERVICE—REPUDIATION—WRONGFUL DISMISSAL—UNDERTAKING NOT TO TRADE WITHIN CERTAIN LIMITS.

General Billposting Co. v. Atkinson (1908) 1 Ch. 537 was an action to restrain the defendant, who had formerly been a servant of the plaintiffs, from committing a breach of an undertaking not to trade, on quitting plaintiffs' employment, within certain limits. The defendant set up and established that the plaintiffs had wrongfully dismissed him from his employment, and that had the effect of a repudiation of the contract on their part, and a consequent release of the defendant from the undertaking restricting his right to trade on the termination of his en-