

the lessee from the covenants in the lease. The lessee having been compelled to pay for dilapidations at the end of the lease, sought to recover the amount from the estate of the assignee, which was being administered:—*Held*, that the assignment, and everything arising out of it, was so tainted with the immoral purpose, that the plaintiff could not recover. *Smith v. White*, Law Rep. 1 Eq. 626.

Construction of Will.—Gift by will of a sum of stock to A. for life, remainder to any wife he might thereafter marry for life or widowhood, remainder to the children of A. absolutely; and in case A. should die *unmarried and without issue*, then, from and after his decease, to B., C., and D., share and share alike, or to such of them as should be living at A.'s death, his, her, or their executors, administrators and assigns absolutely. A. survived B., C., and D., and died a widower, without ever having had a child:—*Held*, that upon the death of A. the representatives of B., C., and D. took the legacy in equal shares. The Court, treating the word "unmarried" as a word of flexible meaning, decided that it here meant "without leaving a widow," in order to give expression to the whole clause. *In re Sanders' Trusts*, Law Rep. 1 Eq. 675.

Copyright—Directory.—The compiler of a directory or guide-book, containing information derived from sources common to all, which must of necessity be identical in all cases if correctly given, is not entitled to spare himself the labour and expense of original inquiry, by adopting and republishing the information contained in previous works on the same subject. He must obtain and work out the information independently for himself, and the only legitimate use which he can make of previous works, is for the purpose of verifying the correctness of his results. *Kelly v. Morris*, Law Rep. 1 Eq. 697.

COMMON PLEAS.

Insurance—Proximate Cause of Loss or Damage.—By a policy of insurance, plate-glass in the plaintiff's shop-front was insured against "loss or damage originating from any cause whatsoever, except fire, breakage during removal, alteration, or repair of premises,"—

none of the glass being "horizontally placed or moveable." A fire broke out on premises adjoining those of the plaintiff, and slightly damaged the rear of his shop, but did not approach that part where the plate-glass was. Whilst the plaintiff, assisted by neighbours, was removing his stock and furniture to a place of safety, a mob, attracted by the fire, tore down the shop shutters, and broke the windows for the purpose of plunder:—*Held*, that the proximate cause of the damage was the lawless act of the mob, and that it did not originate from "fire, or breakage during removal," within the exception in the policy. *Marsden v. City and County Assurance Company*, Law Rep. 1 C. P. 232.

Bill of Lading.—Goods were shipped for Bombay under a bill of lading making them deliverable "to order or assigns." The consignor indorsed the bill of lading in blank, and deposited it with a banker as security for an advance of money, and, on his repaying the sum advanced, the bill of lading was re-indorsed and delivered back to him:—*Held*, that such re-indorsement of the bill of lading to him remitted the consignor to all his rights as against the ship-owners under the original contract; and, consequently, that he was entitled to sue them for a breach, whether occurring before or after such re-indorsement. *Short v. Simpson*, Law Rep. 1 C. P. 248.

Negligence—Unfenced Hole.—Upon the premises of the defendant, a sugar-refiner, was a hole or shoot on a level with the floor, used for raising and lowering sugar to and from the different stories of the building, and usual, necessary and proper in the way of the defendant's business. Whilst in use, it was necessary and proper that this hole should be unfenced. When not in use, it was sometimes necessary, for the purpose of ventilation, that it should be open. It was not necessary that it should, when not in use, be unfenced; and it might at such times, without injury to the business, have been fenced by a rail. The plaintiff, a journeyman gas-fitter, in the employ of a patentee who had fixed a patent gas-regulator upon the defendant's premises, for which he was to be paid provided it effected a certain amount of saving in the consumption