

any adjoining property to which the benefit of the restrictive covenant could attach, the property in question was not bound by the covenant.

WILL—LEGACY TO "ST. MARY'S HOME FOR WOMEN AND CHILDREN, 15 WELLINGTON STREET, CHELSEA"—CHANGE OF CONTROLLING BODY AND CHANGE OF ADDRESS OF CHARITY IN TESTATRIX'S LIFETIME.

In re Wedgewood, Sweet v. Cotton (1914) 2 Ch. 245. In this case a will was in question whereby the testatrix bequeathed a legacy to Saint Mary's Home for Women and Children, of 15 Wellington Street, Chelsea. During the testatrix's lifetime St. Mary's Home had been carried on at 15 Wellington Square, Chelsea, but during her lifetime the controlling body of the home had been changed, and it had been removed to other quarters, and the work was now carried on by two organizations. Joyce, J., held that the bequest was a valid charitable bequest, but that neither of the present organizations could claim it unless the Attorney-General consented to their getting it on an undertaking to apply it to St. Mary's Home, otherwise a scheme must be settled.

COMPANY—INDEMNITY TO SERVANTS—SPECIAL ARTICLE—COMMON LAW RIGHT OF SERVANT TO INDEMNITY—MINING ENGINEER—SCOPE OF EMPLOYMENT—LIBEL AND SLANDER—COSTS OF SUCCESSFULLY DEFENDING ACTION.

Re Famatina Development Corp. (1914) 2 Ch. 271. This was a winding-up proceeding in which an employee of the company in liquidation claimed indemnity for certain costs he had been put to in defending an action of libel brought against him in reference to a report made by him as a servant of the company. The claimant was employed by the company as a consulting engineer, to visit and make inquiries and report as to the company's properties. As the result of his inquiries he reported that the managing director had made contracts for worthless properties, had made misleading reports, and had arranged to procure certain secret commissions. The director sued him for libel and failed, and the engineer was put to costs and the action was ultimately dismissed with costs, owing to the director being unable to give security for costs for a new trial. These costs he failed to recover from the plaintiff in the action, and claimed to prove them against the company. The claimant was a member of the company at