

DIGEST OF ENGLISH LAW REPORTS.

sale of the goods.—*Ex parte Watson. In re Love*, 5 Ch. D. 35.

See BILL OF LADING; SALE, 3.

VENDOR'S LIEN.

The P. Company, defendants, manufacturers of steel rails, made a contract for rails with S. & Co., to furnish them a certain quantity at stated times, delivered at Liverpool on board ships; payment to be made three-fifths net cash, and two-fifths by buyer's acceptance, at four months, as each five hundred tons of rails were ready for shipment. The warrant signed by the defendant company for the delivery of the rails contained the phrase, "Iron deliverable (f. o. b.) to S. & Co., or to their assigns by indorsement hereon;" and it was shown to be the usage of the iron trade that such warrants were considered to pass the goods to the holder hereof free from vendor's lien. Several warrants in this form were sent, with invoice and drafts, to S. & Co., as the instalments of rails were finished, and the rails stored at the company's works. S. & Co. pledged the warrants to the plaintiff banking company for advances; and, before the contract was completed, and while some of the goods were still at the works, and some had been sent to Liverpool on the order of S. & Co., and were in the railway company's warehouse, S. & Co. suspended. *Held*, that under the above usage, the plaintiffs were entitled to the goods at the works, and were, moreover, entitled to those in the warehouse, as being no longer in transit.—*Merchant Banking Co. of London v. Phoenix Bessemer Steel Co.*, 5 Ch. D. 205.

See BILL OF LADING.

WARRANTY.—See INSURANCE.

WILL.

1. Testatrix made a will disposing of all her property. In 1860, she made another, making some changes in the bequests as they stood in the first document. The second will contained no residuary clause, and made no allusion to the previous will; but it declared that "this is the last will . . . of me." *Held*, that the first will must be considered revoked: the second alone admitted to probate.—*Dempsey v. Lawson*, 2 P. D. 98.

2. Clause: "I appoint my sister . . . my executrix, only requesting that my nephews, F. & J., 'will kindly act for or with this dear sister.'" *Held*, that F. and J. were duly named executors with the sister of the testatrix.—*In the goods of Brown*, 2 P. D. 110.

3. Testatrix wished to revive a will and codicil dated respectively Jan. 26, and Feb. 21, 1876, and which had been sub-

sequently revoked. Her solicitor made copies of them, and had the two documents re-executed Jan. 18, 1877. He neglected to change the reference to the date of the will made in the codicil, and the codicil read, "my last will dated Jan. 26, 1876." *Held*, that the will and codicil should be admitted to probate.—*In the goods of Ince*, 2 P. D. 111.

4. Clause in will: "I hereby appoint one of my sisters my sole executrix." Testator had three sisters living at the date of the will; but only one survived him. The court refused to grant probate to her on the ground of uncertainty.—*In the goods of Blackwell*, 2 P. D. 72.

5. Testator, living in Brighton, left a will appointing twelve executors thereof, one of whom he described as "Percival —, of Brighton, the father." There was evidence that testator had an intimate friend in Brighton, named William Percival Boxall; that testator was accustomed to call him Percival, and had appointed him executor in his previous will; that Boxall had a son named Percival, well known to the testator; and that testator knew no other person named Percival. This evidence was admitted to determine who was meant.—*In the Goods of De Rosaz*, 2 P. D. 66.

6. He made a will dated March 15, 1864, giving his property to his wife. Oct. 12, 1874, he and his wife made a joint will, "in case we should be called out of this world at one and the same time, and by one and the same accident." There was a clause revoking all previous wills. He died Dec. 31, 1876; his wife surviving. *Held*, that the joint will was made in view of an event which never happened, and hence it had become and was of no effect. The other will was good.—*In the Goods of Hugo*, 2 P. D. 73.

7. Testator used a blank lithographed form for a will to give property absolutely to children after the life-estate of the widow. The lithographed words giving to the children were marked out, and the words, "to my only son, H.," written in. No note was made on any part of the will to these alterations, and the attesting witness (one witness had died) knew nothing about it. Testator left five children by a former wife, and the said son H. by a wife living. Testator has said to the trustee named in the will that he meant to provide for his son H.; and this evidence was admitted, and the will admitted to probate.—*Dench v. Dench*, 2 P. D. 60.

See BEQUEST, 1, 2; DEVISE, 1, 2; ELECTION; TRUST, 1, 2, 3.

WORDS.

"Money, Cattle, Farming Implements, &c."—See BEQUEST, 2.