Digest of English Law Reports.

Bequest.

1. Will in the following words: "I . . bequeath to G. all that I have power over, —namely plate, linen, china, pictures, jewellery, lace,—the half of all valued to be given to H . . . The servants . . . to have £10, and clothes divided among them, also, all kitchen utensils." The testatrix had money and much other personal property besides that specified in the will. *Held*, that the will covered all the personal property of the testatrix.—*King* v. *George*, 5 Ch. D. 627; s. c. 4 Ch. D. 435.

2. Testator gave "all debts and sums of money . . . due me . . . by B. unto the said B., his executors, administrators, and assigns," &c. "And I direct that the said trustees . . . shall give and execute unto him or" his executors, &c., "a good and effectual release," &c. At the date of the will and at the date of the testator's death, B. owed him £50, and B. and his partner G. owed him jointly £300, and jointly and severally £2,300. *Held*, that the words of the will covered only the private debt of £50.—*Ex-parte Kirk. In rè Bennett*, 5 Ch. D. 800.

See Legacy 1, 2.

Bill of Lading.

One hundred barrels of oil and one hundred and six palm-baskets, consigned to defendants, were shipped under a bill of lading signed by plaintiff, containing the clause: "Not accountable for rust, leakage, or breakage." Some of the oil escaped and caused damage to the baskets. In an action for the balance of freight, the consignees set up a counter-claim for this damage. *Held*, that the exemption in respect of leakage did not extend to the damage caused by the oil which leaked out. *Thrift* v. *Youle*, 2 C. P. D. 432.

See Equitable Charge.

Bills and Notes.

Testator drew a check, a few days before his death, payable to his wife or her order. She indorsed it and deposited it with foreign bankers, and drew against the amount. The checks were not presented for payment at the bank on which they were drawn until after the death of the testator. *Held*, a good *donatio causa mortis*.—*Rolls* v. *Pearce*, 5 Ch. D. 730.

See Equitable Charge.

Breach of Trust.—See Trust 2.

Charitable Bequest.—See Legacy 1.

Check.—See Bills and Notes.

Cloak-room Ticket.—See Bailment.

Condition.—See Contract; Sale; Statute of Frauds, 3,

Conditions on Ticket—See Bailment.

Consideration.

J., a widower, on his second marriage, assigned leasehold property to trustees in trust for himself for life, remainder to his son by his former marriage, and afterwards sold the same leasehold to plaintiff. The latter applied to have the settlement declared voluntary, under 27 Eliz. c. 4, and consequently void. *Held*, that it was a conveyance for consideration, inasmuch as the lease might have been one which it was worth while to get rid of.—*Price* v. *Jenkins*, 5 Ch. D. 619.

See Settlement; Statute of Frauds, 1.

Construction.

1. By Act of Parliament, coal-mining companies have power to make rules by which persons employed in and about the works shall be governed. The H. mine had a regulation that workmen could discharge themselves at a moment's notice, and another by which no one "employed in and about the works" could ascend the pit except with the permission of the hooker-on, or before two o'clock of the afternoon turn. The respondents discharged themselves at eight o'clock in the morning, and against the orders of the hooker-on ascended at one o'clock. *Held*, that they could be convicted of a violation of the special rule in spite of having discharged themselves.—*Higham* v. *Wright et al.* 2 C. P. D. 397.

2. 10 Vict. c. 15. § 6, authorizes certain gas companies to lay down their pipes in the street, and § 7 provides that "nothing herein shall authorize" them "to lay down or place any pipe . . . into, through, or against any building or in any land, not dedicated to the public use, without the consent of the owners or occupiers thereof." Certain arches of masonry, under a road which ran by the plaintiff's premises, used by him for storage purposes, were broken into and damaged by a gas company, in laying pipes. *Held*, that the arches were "buildings" within the meaning of the Act. —*Thompson* v. *The Sunderland Gas Company*, 2 Ex. D. 429.

3. Authority to trustees in a will to invest in "funds of the Government of the United States of America, or of the Government of France, or any other foreign Government," *held* to justify investment in New York, Ohio, and Georgia Bonds.—*Cadett* v. *Earle*, 5 Ch. D. 710.

See Bequest, 1, 2; Contract; Insurance, 1; Jurisdiction, 1; Landlord and Tenant, 2; Power, Will, 1, 2.

Contract.

Contract by defendants to buy from plaintiffs 600 tons of rice, to be "shipped" at Madras, in the months of March and/or April, 1874, per ship Rajah. 7,120 bags of the rice were put on board the Rajah between the 23d and 25th of February, and three bills of lading therefor were signed in February. Of the remaining 1,080 bags, 1,030 were put on board February 28, and the rest March 3; and the bill of lading for 1,080 bags bore the latter date. There was evidence that the rice put on board in February was as good as that put on board in March or April. *Held*, that the contract had not been complied with, and the defendants