of the real estate; but that the heirs having no interest in the probate of the will, the real estate was not in any event liable for the probate duty which must come out of the charitable bequest. The unpaid premium on a long lease, which the testatrix had sold some time before her death, was declared realty.—*Shepheard* v. *Beetham*, 6 Ch. D. 597.

Bill of Lading.—See Mortgage, 2.

Bills and Notes.—See Bankruptcy, 2; Husband and Wife, 2.

Burden of Proof.—See Presumption.

Carrier.—See Common Carrier.

Charity.—See Bequest.

Condition.—See Covenant, 2; Railway.

Consideration.—See Husband and Wife, 3.

Construction.

H. E. died in 1819, leaving a will dated in in 1814. In it he devised real estate to R. F. in tail male, remainder to R. S., second son of Sir T. S., for life, remainder to R. S.'s first and other sons in tail male, remainder successively to J. S. and C. S., younger sons of Sir T. S., in tail male, remainder to his right heirs. In case the said R. S., J. S., or C. S. "shall become the eldest son of the said Sir T. S., then and in such case and so often as the same shall happen" the estate so devised to cease and determine as though "the person so becoming the eldest son of said Sir T. S. was then dead without issue male." There was a name-and-arms clause, by which the party taking should assume at once the testator's name and arms. R. F. died childless in testator's life-time. In 1820, R. S. complied with the name-and-arms clause, and entered into possession of the devised estates. In 1834, C. S., the youngest, died childless. Sir T. S. died in 1841, and his eldest son succeeded to his titles and estate. He died childless in 1863, having disentailed and sold the estates, and R. S. succeeded to the title. He died in 1875 without male issue, and J. S. succeeded to his father's title. In an action by the testator's right heirs against J. S. for possession of the estates under the will, *held*, that J. S. was entitled to them, neither he nor R. S. having "become the eldest son of" Sir T. S., according to the proper construction of the will. "Eldest son" defined.—*Bathurst* v. *Errington*, 2 App. Cas. 698; s. c. *nom. Bathurst* v. *Stanley*, and *Craven* v. *Stanley*, 4 Ch. D. 251; 11 Am. Law Rev. 688.

See Bankruptcy, 1; Devise; Seisin; Will, 2, 3, 4, 6, 7 8.

Contingent Debt.—See Bankruptcy, 3.

Contingent Interest.—See Settlement, 5.

Contract.

Prior to November, 1871, B & Co., colliery owners, had been in the habit of supplying coal to the M. Co., at varying prices, without any formal contract. In that month, pursuant to a suggestion of B. & Co. for a contract, a draft agreement was drawn up, providing for the delivery of coal on terms stated, from Jan. 1, 1872, for two years, subject to termination on two months' notice. The M. Co. prepared this draft agreement, and sent it to B., the senior of the three partners of B. & Co., who left the date blank as he found it, inserted the names of himself and his partners in the blank left for that purpose, filled in the blank in the arbitration clause with a name, made two or three other not very important alterations, wrote "approved" at the end, appended his individual signature, and returned the document to the M. Co. The latter laid it away, and nothing further was done with it. Coal was furnished according to the terms of this document, and correspondence was had, in which reference was often made to the "contract," and complaints made of violations of it and excuses given therefor. In December, 1873, B. & Co. refused to deliver more coal. In an action for damages, they denied the existence of any contract. *Held*, that these facts furnished evidence of the existence of a contract, and B. & Co. were liable for a breach thereof.—*Brogden* v. *Met. Railway Co.*, 2 App. Cas. 666.

Conversion.—See Election.

Conveyance.—See Fraud.

Covenant.

In the reign of Queen Elizabeth, grant of a farm on a yearly rent of 7s 6d. was made, with a proviso that the grantee and his heirs should dig only such an amount of coals from the mines under the premises as should "bee burned and occupied or ymployed in and uppon the same." The grantee granted the farm, "with all . . . mynes, quarries, . . . and appurtenances," in 1629, to the predecessors in title of the plaintiffs, reserving the above rent. The defendant, claiming under a demise from a descendant of the original grantor, had, since 1847, in the *bona fide* belief that he had a right, been taking coals from these mines, having worked into them from the mines on his adjacent land. In 1869, the plaintiffs were advised for the first time that they were entitled to the mines, gave him notice of their claim; but nothing further was done until 1875, when this bill was filed. *Held*, that the proviso was a covenant, and not a condition; that the defendant had acquired no title to the mine by having worked it more than twenty years; that an injunction should be granted, with an account since 1869: and that the defendant was entitled in the account to charge for mining the coal and bringing it to the surface.—*Ashton* v. *Stock*, 6 Ch. D. 719.

Coverture.—See Husband and Wife; Settlement, 3.

Criminal Process.—See Injunction, 1.

Damages.—See Ancient Lights; Mine, 1; Specific Performance, 1.

Date of Will.—See Will, 6.