two judges will take exactly the same view as to the immorality of the offence—one's standard of rectitude and morality being, either from nature or education, higher than that of the other, or whose "bowels of compassion" are less easily moved. As long, however, as our judges impose sentence swayed by strictly conscientious motives, no great harm will be done, even if transgressors "equal in intention" do not always meet exactly the same punishment.

COMMENTS ON CURRENT ENGLISH DECISIONS.

(Law Reports for December.—*Continued.*)

WASTE—TENANT FOR LIFE.

Dashwood v. *Magniac* (1891), 3 Ch. 306, was an action by remaindermen to recover from the estate of a deceased tenant for life upwards of $250,000, for alleged waste in cutting timber. The case occupies upwards of 80 pp. of the reports, and the doctrine formulated by the late Sir Geo. Jessel, M.R., as to the right of a tenant for life to cut timber for his own benefit, where the estate is "a timber estate," *i.e.*, an estate on which the timber is periodically cut so as to allow a succession of timber to grow, is elaborately discussed, and, while Sir Geo. Jessel's view is adopted by the majority of the Court of Appeal (Lindley and Bowen, L.JJ.), it is strenulously denied by Kay, L.J., that "timber estates" form any exception to the general rule of law that a tenant for life cannot cut timber on the estate. There was also a question raised as to whether a tenant for life was bound to keep an artificial lake clear, which Chitty, J., decided in the negative, and on which point there was no appeal. On the main point it may be observed that in this country it has been established by authority that a tenant for life may, without being liable for waste, cut timber for the purpose of clearing, in the usual course of good husbandry: see *Saunders* v. *Breakie*, 5 O.R. 603.

WILL—CONSTRUCTION—"EFFECTS," REAL ESTATE, WHEN INCLUDED.

In *Hall* v. *Hall* (1891), 3 Ch. 389, the main question was whether real estate would pass under the term "effects." The testator "gave, devised, and bequeathed" to his wife "all my furniture, chattels, goods, and effects that I may be possessed of at my decease, whatsoever the same may be, or wheresoever the same may be situate"; and after her death he "gave, devised, and bequeathed," to be equally divided between three of his children until they should attain twenty-one, "the furniture and moneys, or any property which my said wife may have become entitled to through this my will or through any other source," and after the three attained twenty-one, he directed "the furniture, goods, chattels, and effects, whatsoever the same may be, or wheresoever it may be situated," should be equally divided between his six children. The testator's property substantially consisted of an undivided moiety in real estate, and the action was brought by the widow to establish her title as tenant for life of the real estate. Fry, L.J., decided that the will was sufficient to pass the real estate, and that, though the word "devise" and the expression "whatsoever the same may be" were not of them-