cerning it, and was able to satisfy all the requirements of the committee. That defendants employed brokers to give the information required, and to make application to the committee to quote the shares; that the defendants employed the brokers to sell on behalf of certain pretended vendors of patents 5,000 shares of the stock, and conspired unlawfully to injure and deceive the committee by inducing them to order said quotation, and thereby to persuade Her Majesty's liege subjects to purchase said shares, by making them think that the company had complied with the rules of the Stock Exchange. That they falsely pretended to Z. and other members of the committee that 34,365 shares had been applied for by the public, and the amount received therefor was £17,282; that 15,000 shares had been allotted to the patentee, and none allotted conditionally; and that by means of the premises they induced the committee to order the quotation. *Held*, that a verdict of guilty of conspiracy under this count must be sustained, though the allegations were very inaccurately stated.—*The Queen* v. *Aspinall*, 2 Q. B. D. 48.

Construction.

1. H. E. died in 1819, leaving a will dated in 1814. In it he devised real estate to R. S., second son of Sir T. S., for life, remainder to R. S.'s first and other sons in tail male, remainder to J. S. and C. S. younger sons of Sir T. S., in tail male. 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." C. S. died, childless, in 1834. Sir T. S. died in 1841, and his eldest son succeeded to his titles. He died, childless, in 1863, and the second son, R. S., succeeded. He died in 1875, without issue male. In an action by the testator's right heirs for the estate as against J. S., *held*, that J. S. had become "the eldest son of Sir T. S.," within the meaning of the will, and was thereby disentitled.—*Hervey-Bathurst* v. *Stanley*. *Craven* v. *same*, 4 Ch. D. 251.

2. Testator gave to trustees a fund of £66,666 13s. 4d. upon trust to pay £1,000 a year, being the interest of one-half, to his daughter A. B., and the like to his daughter E. B., during their lives; and, after the decease of either daughter, "I give . . . the said £33,333 6s. 8d., . . . being such daughter's share, unto and among all and every such child or children she may happen to leave at her decease, to be equally divided between them when and as they shall respectively attain the age of twenty-one years, and if but one child, then to such child; and in case either of my said daughters shall die without issue, then I direct that" her share shall be transferred by the trustees as said daughter should by will appoint. A. B. had a daughter who married, and died in 1869, leaving five children, who are all now living, and are all over twenty-one. A. B. died in 1876, having made a will, in which she exercised the power of appointment given in her father's will in case she should "die without issue." *Held*, that the power was properly exercised, "issue" meaning children of the tenant for life.—*In re Merceron's Trusts*. *Davis* v. *Merceron*, 4 Ch. D. 182.

See Bequest, 1, 2; Class; Contract, 4; Distribution; Lease; Marriage Settlement, 1, 2; Trustee, 1, 2.

Contract.

1. 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 rice were put on board the *Rajah* between the 23rd and 25th of February, and the three bills of lading therefor were signed in February. Of the 1,080 remaining bags, 1,030 were put on board Feb. 28, and the rest March 3, and the bill of lading for the 1,080 bags bore the latter date. There was evidence that rice put on board in February was as good as that put on board in February was as that put on board in March or April. *Held*, that the defendants was bound to take the rice. The word "ship" construed.—*Shand* v. *Bowes*, 2 Q. B. D. 112.

2. By 8 & 9 Vict. c. 109, § 18, "agreements by way of gaming or wagering" are void. Plaintiff was a "tipster" (*i.e.* one who gave advice on the probable winning horse), and the defendant agreed that plaintiff should lay out £2 in betting on a horse R. in a steeple-chase, at odds of 25 to 1. If R. won, plaintiff was to have £50 from defendant out of his winnings if he backed R. If R. lost, plaintiff was to pay defendant £2. Defendant backed R., R. won, and defendant made on his bets £250. Of this, plaintiff claimed £50. *Held*, that this arrangement came within the statute.—*Higginson* v. *Simpson*, 2 C. P. D. 76.

3. Oct. 31, 1874, the C. company made a contract with the P. company to sell the P. company 2,500 tons iron, to be delivered in monthly instalments over ten months, "payments by four months' bill net, or cash less 2½ per cent. discount, on the 10th of the month next following each delivery," Nov. 4, 1874, a second contract was made for 2,500 tons during the next ten months, for cash on the 10th of the month following delivery, with the same discount. Jan. 11,