defendant induced the "demising trustees" to refuse to agree to any coal being left for support. The coal was therefore worked, subsidence took place and the plaintiff's residence was damaged. The plaintiff claimed damages on the ground that the defendant by inducing the trustees to refuse their consent to leaving proper support had derogated from her grant, and also committed a breach of her covenant for quiet enjoyment which was implied by the word "let," and Eady, J., held that the plaintiff was entitled to succeed on both grounds. The defendant claimed relief over against the company by third party notice on their agreement to indemnify, but the court held that that agreement did not extend to liabilities created by the act of the defendant herself.

CHARITY—BEQUEST TO CHARITY ORGANIZATION—SOCIETY IN TRUST FOR "SUCH OTHER SOCIETY OF SOCIETIES AS SHALL IN THE OPINION OF THE GOVERNING BODY BE MOST IN NEED OF HELP"—EJUSDEM GENERIS.

In re Freeman, Shilton v. *Freeman* (1908) 1 Ch. 720. A testator had bequeathed the residue of his estate to the Charity Organization Society in trust to invest, and out of the annual income retain one-tenth for the purposes of that society, and divide and pay the residue "to such other society or societies as shall in the opinion of the governing body of the Charity Organization Society be most in need of help, besides fulfilling the standard of good management, efficiency and economy of such Charity Organization Society." The question for decision was whether the disposition of the nine-tenths of the income was a valid bequest to charity. The "ejusdem generis" rule was invoked in support of the bequest and it was contended that it was in effect a bequest to similar organizations to that of the Charity Organization Society itself, but the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Buckley, L.JJ.) agreed with Joyce, J., that in the circumstances of this case the ejusdem generis rule was inapplicable and would not carry out the real intention of the testator, and that the bequest as to the nine-tenths was therefore void for uncertainty and passed to the next of kin.

INFANT — NECESSARIES — ACTUAL REQUIREMENTS — EVIDENCE — ONUS OF PROOF—SALE OF GOODS ACT, 1893—(56 & 57 VICT. C. 71), S. 2.

Nash v. *Inman* (1908) 2 K.B. 1 was an action brought by a tailor against an infant to recover £122 19s. 6d. for clothes fur-