

DIGEST OF THE ENGLISH LAW REPORTS.

did not arrive until after said day, and when the show was over. The defendants paid the plaintiff's pecuniary travelling expenses; but the plaintiff demanded compensation for loss of time and profits. It was found that the defendants had notice of the purpose for which which the goods were sent. *Held*, that the plaintiff was entitled to damages for loss of profits, as such loss was the natural consequence of the failure of the object for which the goods were sent.—*Simpson v. London & North-western Railway Co.*, 1 Q. B. D. 274.

2. The defendant made his living by collecting messages, and transmitting them by telegraph to America and other places. He received from the plaintiffs a message in words by themselves unintelligible, but which could be understood by the plaintiffs' correspondent in New York as giving orders for certain goods. The defendant negligently omitted to send the message; and the plaintiffs, in consequence, lost large profits which they would have made by the transaction. The plaintiffs claimed damages to the amount of such profits. *Held*, that the plaintiffs were only entitled to nominal damages.—*Sanders v. Stuart*, 1 C. P. D. 326.

See NEGLIGENCE, 2, 3.

DEATH BY DROWNING.—See SETTLEMENT, 2.

DEBENTURE.—See BOND.

DECLARATION OF TRUST.—See TRUST, 1.

DETINUE.

Detinue for a policy of insurance, with a count in trover by an administratrix of R. R. had effected insurance upon his life, and had given the policy to the defendant. No notice was given to the insurance company, and no assignment was executed. *Held*, that although the administratrix might not be able to recover the insurance money without the policy, nor the defendant with the policy, yet as there had been a valid gift of the policy, the administratrix could not maintain the action.—*Rummens v. Hare*, 1 Ex. D. 169.

DEVIL, THE.—See CHURCH OF ENGLAND, 2.

DEVISE.

1. A testator gave the residue of his property to trustees in trust to divide the income equally amongst his three children during their respective lives; and after the decease of each of said children, to hold the share of which such child should be entitled to the income, in trust for his, her, or their issue. In case any of such children should die without leaving issue, the trustees were to hold the share to which such child should be entitled during life, as well originally as by survivorship or accruer, in trust for the survivor or survivors of said children during their, his, or her respective life or lives, and in equal shares if more than one; and after the decease of such survivors, the trustees were to hold the surviving or accruing share to which such survivor for the time being should become entitled for his or her life under the trusts aforesaid, in trust for his or her issue; and

in case all said children should die without leaving issue, then in trust for the representatives of the survivor. The three children survived the testator. A child died without issue; then a child died leaving issue; and finally the third child died without issue. It was urged, that, as the third child died without issue, there was, on her death, intestacy as to one-half the said residuary estate. *Held*, that the issue of the second child were entitled to the whole of said residuary estate.—*Wake v. Varah*, 2 Ch. D. 348.

2. Devise to N. for life, remainder on events which happened, to the child or children of G., who, either before or after G.'s death, should attain twenty-one, or die under that age, leaving issue living at his, her, or their death, in fee-simple as tenants in common. At the death of N., two children of G. had attained twenty-one; and there were other children who attained twenty-one after N.'s death. *Held*, that said two children of G. were entitled to the whole estate.—*Brackenburg v. Gibbons*, 2 Ch. D. 417.

3. A testator gave his property to a trustee in trust to pay the income to his wife for the support of her and of his children until the eldest child should attain twenty-five, or until his wife should marry again; and in case of her second marriage before any of his children should attain twenty-five, in trust to pay her £30 a year, and apply the residue of the income for the support of his children; and the trustee was to raise and pay a certain sum to each child on his attaining twenty-five, and then pay the proceeds of the residue of his estate to his wife for life, if then unmarried; but in case she should marry again, then to sell and invest so much of his estate as should produce £30 a year, and pay the same to his wife, and pay the residue equally between his children, and their issue, and their heirs and assigns as tenants in common; and in case of the death of both of his children under twenty-five without leaving issue, in trust to pay the income of the whole estate to the wife for life, and after her death to hold one moiety of the estate to the use of said wife and her heirs, and the other moiety to the use of the trustee. The wife survived the testator, and died without having married again, and leaving the testator's two sons living, who attained twenty-five. *Held*, that the gifts over on the second marriage of the wife took place upon her death, and that the two sons took equitable estates tail according to the rule in *Wild's Case*, 6 Req. 16 b.—*Underhill v. Roden*, 2 Ch. D. 494.

See ELECTION; LEGACY; MARRIAGE, RE. STRAINT OF; VENDOR AND PURCHASER, 2.

DISCOVERY.—See BILL IN EQUITY.

DISTRESS.

The lessee of a farm covenanted not to remove hay and unthreshed corn, or to sell them off the premises, but to use them for the improvement of the land demised. The landlord distrained hay and unthreshed corn for rent arrear, and sold the same with condition that they should be consumed on the