

AGREEMENT NOT TO EXTEND "MAINS"—EXTENDING SERVICE  
PIPE—BREACH OF AGREEMENT—INJUNCTION.

*Whittington Gas Co. v. Chesterfield Gas Co.* (1914) 2 Ch. 146. This was an action to restrain an alleged breach of agreement by the defendants. By an agreement between the plaintiffs and defendants the latter agreed not to extend any existing "mains" of their gas works into certain specified parishes, without the plaintiff's consent. Without the plaintiff's consent the defendants had laid a service pipe of 88 yards length from one of their mains in one of the parishes mentioned, in order to supply gas to one consumer. Eve, J., held that this was no breach of the agreement and the Court of Appeal (Cozens-Hardy, M.R., Eady and Pickford, L.JJ.) have affirmed his decision, the Court holding that a service pipe is not a "main," nor, though connected with a main, can it be properly said to be an extension of the main.

WILL—RESIDUE TO BE AT THE DISCRETION OF THE EXECUTOR  
AND AT HIS OWN DISPOSAL—PRIOR LEGACY TO EXECUTOR—  
EXECUTOR WHETHER BENEFICIALLY ENTITLED—NEXT OF KIN.

*In re Howell, Liggins v. Buckingham* (1914) 2 Ch. 173. By the will in question herein, the testatrix appointed George Buckingham her executor and directed him to pay her debts, funeral and testamentary expenses. She bequeathed various pecuniary legacies, including one to Buckingham "my executor," and the will concluded "after the aforesaid legacies have been duly paid the remainder of my property, if any, shall be at the discretion of my executor and at his sole disposal." The question was whether Buckingham took the residue beneficially or as trustee for the next of kin. Warrington, J., was of the opinion that the question turned on whether the expression "my executor" in the concluding clause could be construed to mean Buckingham individually, or the person appointed to execute the will, whoever he might be. He came to the conclusion that it meant, not George Buckingham, individually, but the person who should administer the will, and therefore he did not take beneficially but in trust for the next of kin. This is supposed to be carrying out the intention of the testatrix, but it is to be feared that this testatrix, like many others, would probably be much surprised to find how difficult it is to make a Court of law understand what you really do mean.